



ANNEXURE D

CODE OF BUSINESS CONDUCT

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

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1. AGREEMENT

- 1.1 This Code of Business Conduct is the defined standard of behaviour that can be expected from, members of the board, employees, agents, contractors and partners of Evergy.
- 1.2 Training regarding the contents and meaning of this Code of Business Conduct will be made available to all relevant staff on induction, and agents, contractors and partners at the time of engagement.

2. THE CODE

- 2.1 Evergy's Code of Business Conduct requires the following standards from its members of the board, employees, agents, contractors and partners and means that they will:
 - a. At all times act with honesty, integrity and probity;
 - b. Not knowingly mislead anyone, including colleagues, clients, and regulators;
 - c. Comply with all relevant Commonwealth, State and Territory laws;
 - d. Comply with any relevant laws of other countries;
 - e. Foster a culture of compliance and good corporate citizenship generally;
 - f. Report all corrupt, illegal and unethical conduct to the appropriate and identified person within the organisation;
 - g. Respect and implement the principles of equal opportunity and diversity¹
 - h. Encourage a culture of openness and trust;
 - i. Protect the confidentiality of information made available to them within the guidelines set by the company's Privacy Policy

- j. Make a commitment to continuous improvement to meet, or exceed, all relevant legal, industry, safety, environment and other statutory requirements;
- k. Undertake training provided so that they understand their duties and obligations and how they are to be performed;
- l. Ensure that they have established effective reporting and accountability lines;
- m. Provide a high standard of service to all they deal with in performing their duties and obligations.

3. VERSION CONTROL

Version	Amendment	Author and date
Version 1		CJ 14 December 2018
Version 2	Formatting	JK 31 January 2018



ANNEXURE F

CUSTOMER HARDSHIP POLICY

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

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1. INTRODUCTION

- 1.1 This policy is directly aligned with the document entitled ‘Final Guidance on AER approval of customer hardship policies – May 2011.’
<https://www.aer.gov.au/retail-markets/retail-guidelines-reviews/guidance-on-aer-approval-of-customer-hardship-policies>
- 1.2 So as to work in the best interests of our customers, Evergy Pty Ltd (**Evergy**) maintains the Customer Hardship Policy. Broadly, this policy sets out key principles to guide staff in interactions with customers and their representatives. It also sets out the steps we will take to identify and manage hardship.
- 1.3 The purpose of this policy is to identify residential customers who are experiencing payment difficulties due to hardship and to assist those customers in managing their energy accounts.

- 1.4 This policy will be updated every six (6) months or as necessary, with reference to the guiding documents, to reflect the rules and regulations as they apply to the needs of our hardship customers.
- 1.5 Any amendments to this policy will be approved by the Australian Energy Regulator and published on the Evergy website.
- 1.6 The following principles underline this policy:
 - a. Energy is an essential service and this company values the fact that customers trust it to supply energy as a retailer;
 - b. Customers are the ultimate stakeholders and Evergy intends to tailor its service to their needs and circumstances;
 - c. Evergy will continually seek ways to be of assistance to all customers in terms of services, expertise and connections;
 - d. Customers will be dealt with, respectfully, with understanding and fairly;
 - e. Customers in hardship will be encouraged to seek assistance from our staff;
 - f. Customers will be actively assisted, where appropriate and possible, to reduce their energy usage without affecting them financially or personally, or reducing their standards of living; and
 - g. Customers participating in the Evergy Hardship Program will not be disconnected.
- 1.7 This policy statement sets out a number of rights customers have under Australian Energy Law and other legislation.
- 1.8 In respecting customer's rights, Evergy will:
 - a. Notify customers of the company hardship policy immediately a condition of hardship is recognised;
 - b. Provide customers with a copy of the Hardship Policy at no cost;
 - c. Put a hold on any external collections or debt recovery action for customers in hardship;
 - d. Follow this hardship policy in managing customer accounts;
 - e. Waive any late payment fees applied on accounts of customers in hardship;
 - f. Not charge a security deposit to customers in hardship;
 - g. Work with customers in hardship and financial counsellors or other advisors assisting them to manage their accounts effectively; and
 - h. Work with customers in hardship to reduce their energy use.

2. IDENTIFICATION AND INITIAL RESPONSE

- 2.1 The ability for staff to recognise hardship, and to respond as early as possible, is central to this policy. Staff training will be geared to:
- a. Identifying customers in potential hardship;
 - b. Training staff on issues to do with financial hardship;
 - c. Knowing about referral processes and protocols; and
 - d. Training in communication to ensure staff take an empathetic, respectful and non-judgmental approach.
- 2.2 Hardship is a circumstance that a customer may face when he or she has the intention but not the capacity to make a payment within the time frame required.
- 2.3 A variety of circumstances can give rise to hardship that include, but are not limited to: loss of employment, increased cost of living, personal loss, natural disaster and temporary or permanent disability.
- 2.4 In accordance with this policy, customers experiencing hardship may contact Evergy using the following details to discuss the hardship policy and its relevance to their situation, to participate in the Hardship Program or discuss difficulties with payment or the status of their accounts:
- a. **Call:** 1300 EVERGY (1300 383 749)
 - b. **Email:** Support@evergy.com.au
 - c. **Post:** Locked Bag 1400, Meadowbank NSW 2114
- 2.5 Self-identification will be made as easy as possible by providing a variety of communication channels and assisting customers throughout the process, in a supportive and non-judgmental manner.
- 2.6 Identification by staff will also be done in a supportive and non-judgmental manner with the intention of helping the customer in difficulty and to avoid embarrassment.
- 2.7 Hardship programs will be promoted, to customers showing any indication of hardship, on all reminder notices and disconnection notices, as well as over the phone.
- 2.8 The Hardship Policy will also be promoted via the company website.

3. ELIGIBILITY

3.1. CRITERIA FOR ENTRY

3.1.1. To be eligible to enter the Hardship Program, a customer must meet the following three criteria:

1. Have a current residential customer account with us;
2. Be experiencing short- or long-term hardship; and
3. Demonstrate a willingness to pay.

3.1.2. There is no minimum debt threshold for entry into the Hardship Program.

3.2. INDICATORS OF HARDSHIP

3.2.1. A range of indicators will be reviewed to determine whether a customer is experiencing hardship.

3.2.2. Factors evident from the customer's account, including the following:

- a. Self-identification;
- b. A history of late or missed payments;
- c. A sudden change in payment patterns;
- d. A need for extensions on payments due;
- e. An outstanding debt;
- f. Eligibility for emergency energy assistance, including EAPA vouchers; and
- g. Eligibility for concessions, government pensions or payments or rebates including NewStart and Disability Pension payments.

3.2.1. Environmental circumstances, including the following:

- a. Occurrence of natural disasters; and
- b. Economic downturn.

3.2.3. Personal circumstances, including the following:

- a. Loss or change in employment;
- b. Increased cost of living;
- c. Personal loss;
- d. Other debts;
- e. Addiction; and
- f. Temporary or permanent disability.

3.2.4. These and any other circumstances a customer considers to be relevant will be considered so as to determine hardship program eligibility.

3.3. DENIED ACCESS

- 3.3.1. If a customer does not meet the eligibility criteria listed above, entry to the Hardship Program will be denied.
- 3.3.2. Customers will be notified over the phone or in writing of the reasons for the denial.
- 3.3.3. A customer may request an internal review of the decision, and a manager in the Hardship Team will conduct that review.
- 3.3.4. Customers will be denied access to the Hardship Program if they are determined to not show a willingness to pay. This may be evident from an examination of prior contacts with the customer and the payment plan offers that have been extended but rejected.
- 3.3.5. It is recognised and accepted that willingness to pay will be influenced by personal circumstances, so a continuing opportunity will be allowed to demonstrate willingness to pay if access to the Hardship Program is initially denied on this basis.

4. EARLY IDENTIFICATION

- 4.1 The Customer Enquiries and Hardship Team will endeavour to identify hardship as early as possible.
- 4.2 They will monitor accounts and look for early indicators, which may include any of those listed above.
- 4.3 Accounts will be searched for evidence of sudden changes of payment pattern or accumulation of debt.
- 4.4 Account holders will be contacted to discuss the various payment plans and ways they can be assisted with account management.
- 4.5 Customers with indications of hardship will be offered entry into the Hardship Program.
- 4.6 Extensive system and process support to identify customers who are potentially experiencing hardship will be implemented.
- 4.7 The Customer Enquiries and Hardship Team will attempt to contact customers believed to be experiencing hardship.
- 4.8 Invitation Letter HP01 (see Schedule A) will be sent to any customer believed to be experiencing hardship and who cannot be initially contacted by phone.
- 4.9 Letter HP01 provides information on the Hardship Program, the range of payment options available, the benefits of the program and information on how to make contact to enter into the Hardship Program.

- 4.10 A follow-up phone call will be made to customers who have been sent Letter HP01.

5. CUSTOMERS WITH PREPAID METERS

5.1. OBLIGATIONS TO CUSTOMERS

- 5.1.1. Contracts are not currently offered to customers with prepaid meters (PPM). If a customer has signed an agreement but has a prior PPM, the customer will need to contact Evergy.
- 5.1.2. Any future change in this policy offering market contracts to customers with PPM, will continue to be bound by this Hardship Policy. Further obligations to customers with PPM are set out in this section.

5.2. IDENTIFICATION OF HARDSHIP

- 5.2.1. Customers are encouraged to immediately make contact in writing, by phone, or email if they are on a PPM contract and are experiencing hardship.
- 5.2.2. PPM customers experiencing hardship by the ways listed above will be identified under the heading Early Identification. The eligibility criteria set out above also apply to PPM customers.
- 5.2.3. In addition, accounts of PPM customers will be reviewed in order to look for signs of hardship.
- 5.2.4. These may include any of the factors listed above and also a pattern or number of self-disconnections.
- 5.2.5. The Customer Enquiries and Hardship Team will attempt to contact a customer who is believed to be experiencing hardship.
- 5.2.6. Invitation Letter HP01 will be sent to any customer who is believed to be experiencing hardship and who cannot be contacted initially by phone.

6. SPECIFIC ASSISTANCE

- 6.1 In addition to the assistance offered to any customer experiencing hardship as outlined below, the following assistance will be provided to PPM customers in the Hardship Program:
- a. Immediate arrangements will be made to replace the PPM with a standard meter at no cost; and
 - b. An alternative contract will be offered at no cost and the customer moved from the PPM contract to the offer accepted.

7. WORKING WITH FINANCIAL COUNSELLORS

- 7.1 Referral of a customer into the Hardship Program by financial counsellors or other authorised third parties will be facilitated.
- 7.2 To do this, regular meetings will be held with financial counsellors; community organisations, particularly those that work with communities from diverse linguistic and cultural backgrounds; and community legal centres.
- 7.3 The purpose of these meetings will be to promote the Hardship Program and ensure that financial counsellors and other authorised third parties have a direct contact for the purpose of referral of customers in need, and to obtain and act upon feedback.
- 7.4 Reports from these meetings will provide valuable information into the issues relating to energy retail faced by customers and in the wider community.

8. PRIVACY OF PERSONAL INFORMATION

- 8.1 Evergy is bound by the *Privacy Act 1988 (Cth)* and Australian Privacy Principles, which regulate the collection, disclosure, use and storage of personal information.
- 8.2 Information will consequently be handled responsibly and in accordance with customer instructions.
- 8.3 Personal information about a customer will be collected when he or she makes contact with details about an energy account, eligibility or participation in the Hardship Program.
- 8.4 Personal information provided by a customer will be used to confirm his or her eligibility and to determine the level of support appropriate for that account.
- 8.5 All information disclosed will be kept secure and personal information will not be disclosed to any third party unless required to do so by law.

9. NEXT STEPS

- 9.1 Once a customer's hardship status is confirmed, any late payment fee applied on that customer's account will be waived.
- 9.2 A security deposit to a customer in hardship will not be charged.
- 9.3 A customer's account will not be disconnected whilst he or she is on the Hardship Program.

- 9.4 The date, method of identification, current arrears, estimated monthly usage, current payment plan and estimated length of hardship will be clearly noted on a customer's account.
- 9.5 An account manager will be assigned to the account. This account manager will be responsible for ensuring the customer's account is managed in accordance with this policy.
- 9.6 The customer will be sent a letter within 48 hours confirming entry into the Hardship Program. Letter HP02 (see Schedule A) will confirm acceptance into the program, detail all aspects of the program and contain a copy of this Policy, the name and contact details for the account manager and the name and contact details for the account manager's supervisor.

10. WHAT A CUSTOMER CAN EXPECT

10.1. FLEXIBLE PAYMENT OPTIONS

- 10.1.1. Customers will be informed about the range of options they have available to pay any amount outstanding on their accounts and /or for ongoing consumption.
- 10.1.2. The payment arrangement made with any customer will take into consideration the amount outstanding on the customer's account, the customer's capacity to pay and the customer's expected energy consumption over the next twelve (12) months.
- 10.1.3. In setting up the payment arrangement, discussions will be held with a customer regarding the circumstances surrounding entry into the Hardship Program, other financial commitments the customer has and any support the customer is entitled to under government-funded schemes, concessions and rebates.
- 10.1.4. When considering a customer's capacity to pay, the following factors will be reviewed:
- a. Any income the customer is receiving;
 - b. Any support the customer is receiving or is entitled to;
 - c. The customer's various personal, household and other expenses;
 - d. Any dependents that rely on the customer for income and/or other forms of support;
 - e. Any likely change to the customer's income and expenditure over the next twelve (12) months;
 - f. Other financial commitments the customer has; and
 - g. Any report from a financial counsellor or other authorised third party on the customer's capacity to pay.

- 10.1.5. If a customer is entitled to receive payments from Centrelink and would like to enter into a Centrepay arrangement, we will ensure that this facility is made available.
- 10.1.6. Customers may contact us for further information on Centrepay using the contact details provided below. All of our contracts make provision for Centrepay payments.
- 10.1.7. To ensure an appropriate payment plan is calculated, we will determine the estimated usage and amount needed to clear arrears over an extended period.
- 10.1.8. The length of the payment plan will be dependent on the nature of the hardship, the level of debt and the customer's capacity to pay.
- 10.1.9. We will have regard to the customer's expected energy consumption over the following twelve (12) months when establishing payment arrangements.
- 10.1.10. The final payment plan negotiated with a customer will be set out in a schedule and confirmed over the phone, and emailed or mailed to the customer using Letter HP03 (see Schedule A). The letter will confirm the customer's current arrears, the date the first payment is due, a schedule of all payments including the dates that payments will be due, confirmation of the amounts of each payment, confirmation of the number of instalments under the arrangement and confirmation of the customer's right to cancel or amend the arrangement upon request.
- 10.1.11. The customer will have the option of requesting a hardship arrangement be reviewed at any time to either decrease or increase payments.
- 10.1.12. A customer's account manager will review the customer's account on a monthly basis under the Hardship Program. The Account Manager will contact the customer if an arrangement becomes unsuitable.
- 10.1.13. The Account Manager has a duty to ensure that he or she treats customers with respect and courtesy at all times.
- 10.1.14. A customer may contact an account manager's supervisor at any time if the customer is unhappy with the way the account manager is managing the account under the Hardship Program.

10.2. GOVERNMENT REBATES, CONCESSIONS AND GRANTS

- 10.2.1 A customer's account manager will work with existing advisors, including financial counsellors and solicitors, should any be involved.
- 10.2.2 With a customer's permission, the account manager will arrange and schedule group meetings or conference calls to bring all parties together to work on a plan to address energy account management.
- 10.2.3 If a customer joins the Hardship Program with no external advisors, a meeting will be arranged with a Financial Counsellor at no cost to the customer.

- 10.2.4 The Account Managers will be responsible for providing customers with information on any government rebate, concession or grant to which the customers may be entitled and will assist them with the application process.
- 10.2.5 Account managers will speak with customers about the eligibility criteria and seek information to assist in determining eligibility.

10.3. ENERGY EFFICIENT PRODUCTS AND ADVICE

- 10.3.1. Evergy can offer or refer customers to suppliers of a range of energy efficient products Evergy's business. These are offered in the interests of improving efficiency and reducing energy consumption in an average household.
- 10.3.2. Within a week of a customer's entry into the Hardship Program, the customer's account manager will arrange a telephone or face-to-face discussion with an energy efficiency specialist (Specialist).
- 10.3.3. The Specialist will review the various electrical appliances in a customer's home and the ways that the customer is using those appliances.
- 10.3.4. The Specialist will then analyse those results and contact the customer to give specific advice on saving energy.
- 10.3.5. The Specialist will also email or mail out a copy of his or her report.
- 10.3.6. A Specialist may also request that meters be checked or tested or an electrician visit at no cost to the customer.
- 10.3.7. Account managers will, in consultation with the Specialists, review whether any appliances in customer homes should be replaced.
- 10.3.8. Account managers will also research entitlements to capital grants for appliance replacement and community buying groups to assist customers with reduced-cost purchases.

10.4. MARKET CONTRACT REVIEW

- 10.4.1. Account managers will be responsible for reviewing the appropriateness of a customer's market contracts upon entry to the Hardship Program. This review will take place within two (2) weeks of entry into the Hardship Program and will be conducted at no cost to customers.
- 10.4.2. If, on review, an account manager determines that a customer could be provided with an offer that is more suitable to the customer's circumstances (e.g., lower tariffs, different product structure) the customer will be given the option of moving to the new offer.
- 10.4.3. If the customer consents, the customer will be moved to the new offer and not be charged any fee to do so. The customer will remain a participant of the Hardship Program on the new contract.

- 10.4.4. The customer's account manager will, during the review, determine if the customer's market contract prevents him or her from using Centrepay and, if it does, will offer the customer an alternative contract or the opportunity to amend the existing contract to include Centrepay. In all cases, any alternative contract offered will make Centrepay available as a payment option.
- 10.4.5. The results of the review into the appropriateness of a customer's current market contract will be communicated to the customer by phone or in writing within three (3) weeks of entry into the Hardship Program. The customer will then be given as much time as needed to consider accepting an alternative offer.

11. LEAVING THE HARDSHIP PROGRAM

- 11.1 A customer may leave the Hardship Program at any time upon request, on successful completion of the program or removal from the program.
- 11.2 A customer is able to re-enter the program at any time provided he/she is eligible to do so.
- 11.3 Successful Completion
Upon successful completion of the Hardship Program:
- a. A customer will be sent Letter HP05 (see Schedule A) confirming the status of the account and the completion of the program; and
 - b. The customer's account will no longer be in the credit cycle or in hardship status, but it will be continually reviewed to ensure that ongoing payment arrangements are based on capacity to pay;
- 11.4 Removal from the Hardship Program
- a. Whilst a customer is on the Hardship Program, he or she must abide by any payment plan in place unless an alternative arrangement is agreed between both parties;
 - b. The customer must also remain in contact and notify Evergy of any change in circumstances;
 - c. If the customer fails to keep an arrangement and/or respond to two phone calls and two Letter HP04 (see Schedule A) requests for contact, the customer will be placed back into the normal collections cycle if he or she fails to meet two payment arrangements in a row or to contact Evergy within three (3) months without reasonable circumstances surrounding the failure;
 - d. If a customer is removed from the Hardship Program, he or she will be sent Letter HP05 (see Schedule A) setting out the reasons for the removal from the program and giving the customer the opportunity to make contact and negotiate a further payment arrangement; and

- e. If a customer is removed from the Hardship Program and wishes to re-enter, he or she will need to demonstrate a willingness to manage his or her account and provide reasons for the initial failure to meet payment arrangements or maintain contact with Evergy.

12. TRAINING

- 12.1 Evergy staff will receive training on this policy, issues relating to financial hardship, how to identify customers in potential hardship and communicate respectfully to ensure customers experiencing hardship are dealt with in an empathetic and non-judgmental manner.
- 12.2 Staff will also receive regular refresher training on identification and referral processes and protocols.
- 12.3 Staff will attend meetings and training provided by financial counsellors and community organisations to assist in understanding the issues that may be faced by customers.
- 12.4 A record of training will be kept for all staff in accordance with the Human Resources training procedures.

13. COMPLAINTS

- 13.1 Customers will be informed of their right to lodge a complaint at any time and about any aspect of Evergy's services. Once a customer lodges a complaint, they will be dealt with in accordance with the Policy Statement on Complaints Handling.
- 13.2 The customer is entitled to have his or her complaint internally escalated if he or she is not satisfied with the investigation or resolution of the complaint.
- 13.3 Customers who are not satisfied with Evergy's response or investigation into their complaints may contact the Energy Ombudsman in their state.

14. VERSION CONTROL

Version	Amendment	Author and Date
Version 1		CJ 18 December 2017
Version 2	Formatting	JK 31 January 2018

SCHEDULE A: LETTERS

HP01: Invitation Letter

Date of Issue: <Date>

<Address Block>

<Address Block>

Customer Number: <Customer_Number>

Good morning, <GreetingLine>,

You are receiving this letter because we have noticed that you have either missed one or more payments, decreased the amount or frequency of payments you are making or have indicated that you are experiencing issues meeting the payment terms upon which we previously agreed.

Evergy reviews all accounts to look for any signs of payment difficulties. Financial hardship can be experienced by anyone and for any number of reasons.

If you are experiencing financial hardship, this letter is an invitation to participate in the Hardship Program. This program is a positive alternative to the standard collection process and is designed to assist our customers who may be experiencing financial hardship. We have a dedicated hardship team, and an account manager would be happy to ensure that you are assisted.

These are some of the benefits of the Hardship Program:

- Flexible payment arrangements, taking into account your debt, consumption needs for the next 12 months and capacity to pay
- Assistance and advice in managing your account and energy consumption

- Assistance in applying for and advice on government funded concessions and rebates
- Free energy audits, where appropriate as determined by us.
- Discounted energy efficient products, where appropriate as determined by us.
- Guaranteed non-disconnection of your electricity account

To enter the Hardship Program, you must meet the following three criteria:

1. Have a current residential customer account
2. Are experiencing short- or long-term hardship
3. Demonstrate a willingness to pay

If you have any questions about this notice or would like to participate in the Hardship Program, please don't hesitate to contact our helpful and friendly Hardship Team on [insert number]. They are available between the hours of 8:30 a.m. and 5:00 p.m., Monday to Friday.

Yours sincerely,

Hardship Program Manager

Evergy Pty Ltd

HP02: CONFIRMING PROGRAM ACCEPTANCE

Date of issue: <Date>

<Address Block>

<Address Block>

Customer Number: <Customer_Number>

Good morning, <GreetingLine>,

You are receiving this letter because you have successfully joined the Evergy Hardship Program. Your assigned account manager is (Insert Name). You may contact your account manager on (Insert Phone number). Your account manager's supervisor is (Insert Name). You can contact your account manager's supervisor on (Insert Phone number).

Your account manager will contact you to discuss the next steps in your participation in the Hardship Program.

These are some of the benefits of the Hardship Program:

- Flexible payment arrangements, taking into account your debt, consumption needs for the next 12 months and capacity to pay
- Assistance and advice in managing your account and energy consumption
- Assistance in applying for and advice on government funded concessions and rebates
- Free energy audits
- Discounted energy efficient products
- Guaranteed non-disconnection of your electricity account

To remain in the Hardship Program, you must continue to meet the eligibility criteria. The eligibility criteria are as follows:

- Have a current residential customer account with us
- Be experiencing short term or long term hardship; and
- Demonstrate a willingness to pay

Thank you for participating in the Hardship Program. We hope that the program is of benefit to you in managing your energy bills.

Yours sincerely,

Hardship Program Manager

Evergy Pty Ltd

HP03: PAYMENT PLAN CONFIRMATION

Date of issue: <Date>

<Address Block>

<Address Block>

Customer Number: <Customer_Number>

Good morning, <GreetingLine>,

You are receiving this letter because you have successfully entered into a payment arrangement under the Evergy Pty Ltd Hardship Program. The arrangement set out below is calculated on the basis of the debt you have, your estimated consumption over the next 12 months and your capacity to pay.

We will review your arrangement every quarter to ensure that it is meeting your energy usage and contact you if a change is required. It is also important that you contact us if your capacity to pay changes in any way over the duration of the payment arrangement.

The arrangement is for the payment of \$X per week/fortnight/month/quarter beginning on date and ending on date. Your current debt will be paid in full on the Xth instalment on date.

Here is a schedule of payments under the arrangement:

Instalment Number	Date of Payment	Amount of Payment
X	X	X
X	X	X
X	X	X
X	X	X

You may cancel or amend the arrangement by notifying us at any time.

If you have any questions or need to speak with us, please contact your account manager. Your assigned account manager is (Insert Name). You may contact your account manager on (Insert Phone number). Your account manager's supervisor is (Insert Name). You can contact your Account Manager supervisor on (Insert Phone number).

Your account manager will be contacting you to discuss the next steps in your participation in the Hardship Program.

To remain in the Hardship Program, you must continue to meet the eligibility criteria. The eligibility criteria are as follows:

- Have a current residential customer account with us
- Be experiencing short term or long term hardship; and
- Demonstrate a willingness to pay

Thank you for participating in the Evergy Hardship Program.

Yours sincerely,

Hardship Program Manager

Evergy Pty Ltd

HP04: REQUEST FOR CONTACT

Date of issue: <Date>

<Address Block>

<Address Block>

Customer Number: <Customer_Number>

Good morning, <GreetingLine>,

You are receiving this letter because we have not been able to contact you regarding your account and about payments for which you were billed but not received by us.

To continue in the Evergy Hardship Program, you must:

- Have a current residential customer account with us;
- Be experiencing short term or long term hardship; and
- Demonstrate a willingness to pay.

If you fail to respond to this letter, your account may be placed back into the regular credit cycle. You can contact us on [insert number].

We will also try to contact you by phone.

Yours sincerely,

Hardship Program Manager

Evergy Pty Ltd

HP05: COMPLETION OF PROGRAM

Date of issue: <Date>

<Address Block>

<Address Block>

Customer Number: <Customer_Number>

Good morning, <GreetingLine>,

You are receiving this letter because you have successfully completed the Evergy Pty Ltd Hardship Program and your account is now up to date.

It is important to note that your account has been placed back into the regular credit cycle. Please let us know if you have any issues with payment of your account in the future.

Thank you for participating in the Hardship Program and entering into this arrangement.

Yours sincerely,

Hardship Program Manager

Evergy Pty Ltd

SCHEDULE B: EVERGY HARDSHIP POLICY SUMMARY

NB: This document will be published on the Evergy Pty Ltd website and sent to customers on request and along with HPO1. It is intended as a short guide to the rights and obligations of customers under the Hardship Program.

An Introduction to our Hardship Program

Evergy Pty Ltd operates a hardship program to support our customers through difficult times. Our hardship program is designed to assist customers who have the intention, but not the capacity, to pay energy bills. The entry criteria, benefits and program features are summarised in this document.

1. Why we have the Hardship Program

The Hardship Program is a positive alternative to the standard collection process and is designed to assist customers experiencing hardship. We have a dedicated hardship team who will ensure customers are assisted in managing their accounts.

2. Eligibility criteria

To enter and remain on the Hardship Program, customers must meet the following three criteria:

- Have a current residential customer account
- Be experiencing short term or long term hardship
- Demonstrate a willingness to pay

If customers are unsure whether they meet the above criteria, they should call our staff for assistance in understanding eligibility.

3. Benefits and Features of the Program

The benefits of the program include:

- Flexible payment arrangements taking into account customer debt, consumption needs for the next 12 months and capacity to pay;
- Assistance and advice in managing accounts and energy consumption;
- Assistance in applying for and advice on government funded concessions and rebates;
- Free energy audits;
- Discounted energy efficient products;

- Guaranteed non-disconnection of customer electricity accounts; and
- Review of the appropriateness of market contracts at no cost.

4. Contact Us

If customers have questions about this notice or would like to participate in the Hardship Program, they should contact our helpful and friendly Hardship Team on 1300 EVERGY. The Hardship Team is available between the hours of 8:30 a.m. and 5:00 p.m., Monday to Friday.



ANNEXURE H

COMPLAINTS POLICY

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

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1. INTRODUCTION

- 1.1 This document sets out Evergy’s policy with respect to accepting, recording, and resolving complaints.
- 1.2 Evergy is committed to freely receiving and resolving complaints in an accessible and transparent way.
- 1.3 Evergy, through this document, makes the commitment to continual quality improvement by taking into consideration the data provided by the implementation of an effective complaints management system.

2. DEFINITION OF COMPLAINT

- 2.1 A complaint is an expression of dissatisfaction and it can be received:
 - a. On the basis of products and/or services provided by us or our agents, contractors and other representatives; or
 - b. Due to perceived inadequacies in the complaints handling process itself.

- 2.2 Evergy will consider all complaints to be opportunities to improve and they will be freely received by telephone, in writing (for example, letter, email, facsimile) or in person.
- 2.3 Specifically, a complaint is where a customer expresses dissatisfaction and seeks a response or resolution regarding the conduct, action, proposed action, or failure to act by Evergy, its employees, agents, contractors or other representatives.
- 2.4 Complaints also include:
- a. Failure by Evergy Ltd to observe its published or agreed practices or procedures;
 - b. Failure in respect of a product or service offered or provided by Evergy Ltd or its representatives;
 - c. Where a customer threatens to involve, or sought information about possibly involving, a third party such as the jurisdictional energy ombudsman or Member of Parliament;
 - d. Where a complaint is directed to Evergy Ltd on behalf of the customer by an energy ombudsman scheme.
- 2.5 Where a complaint relates to more than a single aspect of Evergy's services or products, a separate complaint will be recorded for each component.

3. COMPLAINTS MANAGEMENT

The guiding principles for Evergy 's complaints management program are contained in AS ISO 10002-2014.

4. PROMOTING OUR COMPLAINTS MANAGEMENT PROGRAM

- 4.1 Evergy will publish the Complaints Policy on its website and will be actively brought to the attention of customers.
- 4.2 Evergy is committed to promoting and ensuring visibility of our complaints management program. To help us do this we will:
- a. Make this policy available free of charge;
 - b. Arrange for an interpreter (free of charge) where required to both interpret the policy and facilitate the resolution of complaints;

- c. Make special arrangements for those with a disability, ensuring that they and their advocates have access to this policy and are aided in the resolution of their complaint. The policy and other documentation will also be available in large print Braille or audiotape on request (free of charge);
- d. Make sure that all relevant staff have training in the resolution of complaints and in the use of, and access to, resources for cross-cultural communication and communication with customers with special needs.

5. RESPONSIVENESS

- 5.1 Once a complaint has been received a representative from Evergy will immediately acknowledge the complaint and prioritise it for resolution.
- 5.2 Higher priority will be given to those complaints where there is a perceived financial hardship, disconnection of energy supply and matters relating to health and safety.
- 5.3 In all instances, Evergy will:
 - a. Freely accept complaints lodged on our website, in person, by telephone, facsimile, email or letter;
 - b. Acknowledge any complaint received as soon as possible;
 - c. Begin an investigation into the reasons for a complaint within 24 hours of acknowledgment;
 - d. Keep the complainant updated about the investigation and any proposed resolution;
 - e. Notify the complainant as soon as possible of the outcome of our investigation and any proposal we have for resolution;
 - f. Provide the complainant with the option of an internal review of their complaint if they are unsatisfied with the outcome of the investigation or the proposed resolution.

6. RESPONSIBILITIES

- 6.1 All staff are required to comply with this policy as well as the Retail Law and Retail Rules and any Guidelines published by the AER or AEMO.

- 6.2 Complaints can be made to any Evergy employee or contractor. That employee or contractor is then required to report any complaint received to the Customer Service Manager.
- 6.3 All employment contracts will stipulate that employees have an obligation to comply and report on any suspected compliance breaches.
- 6.4 Evergy will ensure that the management of complaints is not hindered by a lack of resources.
- 6.5 It will also ensure that adequate programs are in place to train staff in the resolution of complaints and the implementation of this policy.
- 6.6 Top-level management of Evergy is responsible for:
 - a. Establishing the complaints management program;
 - b. Establishing and implementing the process of complaints management;
 - c. Allocating resources to ensure compliance with obligations under applicable laws and this policy;
 - d. Promoting and advocating for a customer centric approach in the company as a whole and in the resolution of complaints;
 - e. Reporting to the board on the management of complaints, including the number and nature of complaints received;
 - f. Continually reviewing the effectiveness of the complaints management program including the processes in place to give effect to the program; and
 - g. Establishing an adequate training program to ensure all relevant staff, agents, contractors and other representatives comply with this policy.

7. THE EVERGY BOARD:

- 7.1 Takes overall responsibility for the implementation of the complaints management program.
- 7.2 Must insure that quality improvements are made based on areas identified by genuine complaints.

8. RECORDING COMPLAINTS

- 8.1 As soon as complaints are received they must be recorded on Evergy's customer management system.

- 8.2 Complaints will be recorded with all relevant information provided and a unique identifier.
- 8.3 Each recording will include:
- a. The resolution requested by the complainant;
 - b. The date of the complaint;
 - c. A description of the complaint;
 - d. The expected date for a response or resolution; and
 - e. The established priority of the complaint.
- 8.4 More than one complaint can be made per customer/call. For example, if a customer makes a billing complaint and then makes a marketing complaint during the same call then two complaints should be recorded.
- 8.5 The initial details recorded for a complaint are set out in schedule 1. Records will be made of all complaints received, including the date and time of receipt, full details of the complaint and resolution sought, steps taken to investigate and resolve the complaint and correspondence with the complainant.
- 8.6 Records will be kept in the Evergy customer management system and tagged as relating to a complaint, so that a report on a complaint can be produced easily.
- 8.7 Records of complaints will be reviewed on an ongoing basis for any indications of non-compliance.
- 8.8 Complaints will be reported to the relevant regulatory authority in accordance with Evergy's reporting obligations.
- 8.9 Each individual customer contact that is a complaint should be recorded and categorised as a complaint, irrespective of the number of times the caller has made contact with Evergy on an issue.
- 8.10 Complaints will be tracked, from the time that they are received through to the resolution.
- 8.11 In tracking the resolution of complaints, Evergy will make sure that response deadlines are kept and the complaint is efficiently resolved.
- 8.12 Throughout the process, the customer will be kept informed and updated on a regular basis.

9. MONITORING AND IMPROVING

- 9.1 Complaints will be tracked at an individual and group level.

- 9.2 Any systemic issues identified will be brought to the attention of the Compliance Committee and Board during their monthly meetings.
- 9.3 Evergy 's board will direct top-level management to address systemic issues identified during a complaints process.

10. A CUSTOMER'S RIGHT TO COMPLAIN

- 10.1 Customers have a right to lodge a complaint at any time.
- 10.2 Once a complaint is received it will be dealt with in accordance with this Policy.

11. INTERNAL AND EXTERNAL ESCALATION

- 11.1 At any time, a customer may request an internal escalation of their complaint and such a request will be granted.
- 11.2 Complaints will also be escalated where they are complex, urgent, or sensitive.
- 11.3 At the time that the complaint is received, customers will be immediately informed that they have the right to escalate if they are dissatisfied with the process being followed.
- 11.4 Individual staff who manage complaints will be required to review the complexity, urgency and sensitivity of any complaint received and seek assistance from a supervisor or specialist where required.
- 11.5 If a customer is not satisfied with Evergy's response to their complaint they will be informed of their ability to contact the Energy Ombudsman in their State.
- 11.6 Evergy will provide the contact details for Energy Ombudsman schemes on request and will seek to assist any complainant in lodging a complaint with an Energy Ombudsman Scheme on request.

12. OUR COMMITMENT TO CUSTOMERS

- 12.1 In all instances, we will:
 - a. Treat customers with respect;
 - b. Take any complaints seriously;
 - c. Respect our customer's privacy;
 - d. Manage complaints with impartiality;
 - e. Properly investigate and report on complaints;
 - f. Resolve complaints with proper consideration to the facts of each complaint and on the basis of the merits of each complaint;

- g. Provide customers with the option of internal escalation or a referral to an energy ombudsman scheme where requested or appropriate; and
- h. Ensure equitable access to our complaints management program and equitable resolutions.

12.2 Our customers have rights under various laws including the *Competition and Consumer Act 2010* (Cth) and under applicable Energy Law. We will ensure that we respect those rights.

13. CONTACT US TO LODGE A COMPLAINT

Customers may contact us at any time to lodge a complaint using the following contact details:

By Post: Locked Bag 1400, Meadowbank, NSW 2114

Phone: 1300 383 749

Interpreter: 131 450 - For help using an interpreter visit [TIS](#)

NRS: 133 677 - For help using this service visit [NRS](#)

Email: support@evergy.com.au

14. CONTACT DETAILS FOR THE ENERGY OMBUDSMAN SCHEMES

If a customer is not satisfied with our response or investigation into a complaint they may contact the Energy Ombudsman in their state. On request, customers must be provided with the contact details of their Energy Ombudsman.

Energy and Water Ombudsman of New South Wales

By Post: PO Box 1343, Haymarket NSW 1240

Freeport: Reply Paid 86550, Sydney South NSW 1234.

Free call: 1800 246 545

Free fax: 1800 812 291

Online: <https://www.ewon.com.au/page/contact-us>

Interpreter: 131 450 - For help using an interpreter visit [TIS](#)

National Relay Service: 133 677 - For help using this service visit [NRS](#)

Email: omb@ewon.com.au

[In Person:](#) Level 11, 133 Castlereagh Street, Sydney. Please ring beforehand to make an appointment.

15. SCHEDULE ONE

Complaints Record

Question	Response	Comments
Customer details (account number)		
Date and time of complaint		
Nature of complaint?		
Systemic issue?		
Ongoing or resolved? (expected date of resolution)		
Resolution sought?		
Escalation Required?		
Assessment of Priority?		
Potential compliance issue?		
Next Action		

16. VERSION CONTROL

Version	Amendment	Author and date
Version 1		CJ 14 December 2017
Version 2	Comments and edits	PD 22 December 2017
Version 3	Formatting	JK 31 January 2018



ANNEXURE I

SUMMARY OF RIGHTS AND OBLIGATIONS

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

This document sets out some of the rights, entitlements and obligations you have as a customer. If you feel that we have not respected your rights, please contact us and let us know. If you are not happy with the way that we have resolved your complaint you may contact the energy ombudsman in your state using the contact details provided below.

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MARKETING

When marketing to you we have a number of obligations to you. These include under the Energy Law, The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010*.

When marketing to you, we must:

- Ensure that we only provide you with accurate and complete information and that any statements or representations we make to you are not misleading or deceptive and did not overstate our product's benefits or imply an association or endorsement with any third party.
- Ensure that we provided all required information to you before you entered into a contract with us (or as soon as practicable after the formation of the contract) 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 you have entered into, the availability of extensions, and the termination of the contract if you move 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 you 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 you have to withdraw from the contract during the cooling off period,
 - e. Your right to complain to us in respect of any energy marketing activity of the retail marketer conducted on behalf of us and, if the complaint is not satisfactorily resolved by us, your right to complain to the energy ombudsman.
-
- Not market to you at all if you are on our 'No Contact List.'
 - Upon your request (either in person, electronically, by telephone or in writing) ensure that you are added to our 'No Contact List' and that our marketing representatives do not contact you for a period of two years. You may renew your request to be added to our 'No Contact List' at any time and as many times as you wish and we will respect that request for a further two-year period each time.
 - Comply with any signs you have displayed at your premises including:
 - a. Canvassing is not permitted at the premises, or
 - b. No advertising or similar material is to be left at the premises or in a letterbox or other receptacle at or associated with the premises.
 - Before the formation of a prepayment meter market retail contract we must provide you with the following additional information:
 - a. the methods by which the customer can make payments to the prepayment meter system account and the locations of payment centres or recharge facilities (if relevant);
 - b. the amount of emergency credit to be provided in the prepayment meter system;
 - c. details of the trial period at or before the expiry of which the customer may withdraw from the contract;

- d. the method by which the customer may receive any rebate, concession or relief available under any government funded energy charge rebate, concession or relief scheme; and
- e. dispute resolution options available to you.

TARIFFS

If at any time we offer you alternative tariffs or tariff options and you request a change to your tariff in accordance with the offer or option and you satisfy all of the conditions relating to that tariff or offer, we must transfer you to the new tariff or option within 10 business days.

If you notify us of a change of use at your premises we may require you to transfer to an applicable tariff for that use. If you fail to provide notice of a change of use at your premises we may provide you with notice and change your tariff to the applicable tariff for that use.

TRANSFER OF SUPPLY TO US

The transfer of your account to us can only happen after we have taken particular steps. These include:

- a. We must have your Explicit Informed Consent and have a record of the consent;
- b. We (including our marketing representatives) must have clearly, fully and adequately disclosed all matters relevant, including each specific purpose or use of the Consent you provided; and
- c. We have a customer retail contract in place to enable the sale of energy to you at your premises.

After receiving notification that we are your financially responsible retailer for the supply of energy we must notify you that we have commenced selling energy to you and the date of commencement.

If there is a delay in the date of transfer to you we must notify you:

- a. That the transfer did not occur;
- b. Of the reason for the delay; and
- c. Of the new expected date of completion of the transfer.

If you have any issue with the circumstances surrounding your transfer to us, our obligations to you include:

- a. Upon request, we must provide you with evidence of Explicit Informed Consent provided by you within 10 days of your request.

- b. If the issue of Explicit Informed Consent is raised within 12 months of your transfer to us and it is established that it was not provided or do not have the required record, we must void your contract with us and not charge you for energy consumed.
- c. You may then be liable to your original retailer for energy consumer as if the transfer to us had not happened. If you have already paid us for energy consumed during the period (up to 12 months) we will pay those amounts to your original retailer.

TRANSFER OF SUPPLY FROM US

If after receiving a final bill from us you transfer to another retailer, we may apply a security deposit offset. If we do not need to apply an offset we will must return the security deposit, together with accrued interest, within 10 business days of the transfer.

BILLING DISPUTES

When we issue you a bill that you dispute, we must ensure that we:

- a. Conduct a review of your bill;
- b. Notify you of the outcome of the review as soon as reasonably possible and in accordance with any time limits specified in our dispute resolution procedures;
- c. Put a hold on any external collections or debt recovery action during the investigation of your complaint;
- d. Request that you pay an outstanding amount only if it is the lesser of either:
 - i. the amount we both agree is not in dispute; or
 - ii. your average bill (not including any in dispute) over the last 12 months.
- e. Conduct a meter check or test upon request. We may request that you pay for this in advance but will reimburse you if the meter is found to be faulty or incorrect;
- f. Adjust your bill if it is found to be incorrect;
- g. If you have been undercharged because of any error by us, recover a maximum of 9 months' worth of charges without interest from the date you are notified and then offer you an instalment plan to pay any outstanding amount;
- h. If you have been overcharged, we will inform you within 10 days and pay that amount in accordance with your directions or if the amount is \$50 or less we will credit that amount to your next bill.

PAYMENT OR DEBT RELATED

If you have a dispute about a debt or payment we must:

- a. Conduct a review of your bill and any debt you have including in accordance with the section on Billing complaints above;
- b. Put a hold on any external collections or debt recovery action during the investigation of your complaint;
- c. Review any payment plan you have in place to ensure that it accurately reflects your capacity to pay and considers any debt you have and your average consumption over 12 months;
- d. Not commence any proceedings for the recovery of the debt during the period of any payment plan which is being complied with;
- e. Ensure that you have a range of methods of payment available including: payment in person, by telephone, by mail, by direct debit, by electronic funds transfer, and Centrepay;
- f. If we enter into a direct debit agreement, with your Explicit Informed Consent, we will ensure the agreement covers the amount, initial date and frequency of the direct debits. We will then confirm in writing your right to cancel the agreement and our obligation to cancel the agreement. We immediately cancel a direct debit agreement on your request; and
- g. Upon request, in this Statement and on our website, we will provide you with information about the availability of government funded energy charge rebate, concession or relief schemes.

CUSTOMERS EXPERIENCING HARDSHIP AND OR PAYMENT DIFFICULTIES

If at any time you contact us to let us know you are, or we determine you are, in financial hardship, we will:

- a. Notify you of the existence of our Hardship Policy as soon as you or we identify that you are in hardship;
- b. Provide you with a copy of our Hardship Policy at no cost;
- c. Put a hold on any external collections or debt recovery action;
- d. Follow our Hardship Policy in managing your account;
- e. Waive any late payment fees applied on your account;
- f. Not charge you a security deposit;
- g. Work with you and any financial counsellors or other advisors assisting you to manage your account effectively and reduce your energy use; and
- h. Transfer you, without cost, to an alternative customer retail contract where appropriate.

If appropriate, we may establish a payment plan for you to assist you with making payments. The plan must take in to account:

- a. Your capacity to pay;
- b. Any arrears owing;
- c. Your expected energy consumption needs for the next 12 months;

And include an offer for you to pay for your energy consumption in advance or in arrears by instalment payments.

If we enter in to a payment plan with you, we must inform you of:

- a. The duration of the plan;
- b. The amount, frequency and due date of each instalment;
- c. If you are in arrears, the number of instalments to pay the arrears; and
- d. If you are paying in advance, the basis for the payments.

LOGGING A COMPLAINT

You may lodge a complaint by contacting us by any means and at any time. You may lodge a complaint about any aspect of our service.

Our standard complaints and dispute resolution procedure is available on our website at

When dealing with a complaint we agree to:

- a. Treat you with respect;
- b. Take your complaint seriously;
- c. Accept complaints lodged on our website, in person, by telephone, facsimile, email or letter;
- d. Acknowledge any complaint received within 48 hours;
- e. Begin an investigation into the reasons for your complaint within 24 hours of acknowledgment;
- f. Keep you updated as the investigation into your complaint progresses;
- g. Not de-energise your premises during the complaint investigation if the complaint relates directly to the reason for de-energisation;
- h. Notify you of the outcome of our investigation and any proposal we have for resolution as soon as possible; and
- i. Provide you with the option of an internal review of your complaint if you are unsatisfied with the outcome of the original investigation or resolution proposed.

You may contact us using the details provided below. If you are not satisfied with our response to your complaint you may contact the energy ombudsman in your state.

If you are not happy with the outcome of your complaint you have the right to refer the complaint or dispute to the energy ombudsman in your state or territory.

OUR CONTACT DETAILS

You may contact us to complain or enquire about your account using the following contact details:

- a. Call: 1300 EVERGY (1300 383 749)
- b. Email: Support@evergy.com.au
- c. Post: 101/25 Angas Street, Meadowbank NSW 2114

CONTACT DETAILS FOR THE ENERGY OMBUDSMAN SCHEMES

You are entitled to have your complaint escalated within our organisation if you are not satisfied with the investigation or resolution of your complaint.

If you are not satisfied with our response or investigation into your complaint you may contact the Energy Ombudsman in your state. There is no cost to use an ombudsman complaints service, their service is free and impartial.

Energy and Water Ombudsman of New South Wales

By Post: PO Box 1343, Haymarket NSW 1240

Free call: 1800 246 545

Free fax: 1800 812 291

Interpreter: 131 450 - For help using an interpreter visit [TIS](#)

NRS: 133 677 - For help using this service visit [NRS](#)

Email: omb@ewon.com.au

Energy and Water Ombudsman Queensland

Freecall: 1800 662 837

Translation services: 131 450 - For help using an interpreter visit [TIS](#)

National Relay Service: 133 677 - For help using this service visit [NRS](#)

Fax: (07) 3006 2670

Email: complaints@ewoq.com.au or info@ewoq.com.au



VERSION CONTROL

Version	Amendment	Author and Date
Version 1		CJ 14 December 2017
Version 2	Formatting	JK 1 February 2018



ANNEXURE Q

PRIVACY POLICY

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

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1. GENERAL

- 1.1. Evergy Pty Ltd ACN 623 005 836 (“us, we or Evergy”) respect the privacy of visitors to our websites (**‘Sites’**), our customers and other individuals (“you”) who interact with us.
- 1.2. We have created this privacy policy to explain how we collect, store, use and disclose personal information.
- 1.3. Access to our privacy policy is free. If you would like us to post you a copy of our privacy policy, or have any questions about it or its contents, please call us on 1300 383 749.
- 1.4. The *Privacy Act 1988* (Cth) (Privacy Act) includes thirteen (13) Australian Privacy Principles (**‘APPs’**). The APPs regulate the way many companies collect, use, hold and disclose personal information.
- 1.5. We have decided to adopt an approach that is consistent with the Privacy Act, the APPs and the APP guidelines.

- 1.6. Our practices and internal policies are consistent with this privacy policy and our staff are required to ensure compliance as a condition of their employment. In any third-party contracts, we enter into there is a duty to maintain personal information in accordance with this privacy policy and in a manner consistent with the Privacy Act.
- 1.7. From time to time we will update this privacy policy. If we do so we will update the version number. Any changes to this privacy policy will be consistent with our legal obligations.

2. HOW AND WHY WE COLLECT PERSONAL INFORMATION

- 2.1. The Company collects personal information in a number of ways. The most common ways we collect personal information include:
 - a. **From application forms (online or hard copy or completed via telephone):** when individuals apply to be a customer of ours, or subscribe to marketing or communications lists, for the purpose of providing news, information, offers and other services.
 - b. **From order forms (online or hard copy or via telephone):** when goods and services are ordered by distributors and retailers: for the purpose of fulfilling the order and delivering the goods, and to maintain our relationship with the individual concerned.
 - c. **From telephone, email, written and in-person enquires:** for the purposes of responding to enquires.
 - d. **Business cards:** when you enter into transactions with us or otherwise interact with us in a business context including from your business card.
 - e. **From online or hard copy surveys:** for the purpose of reviewing and analysing the results and following up on results.
 - f. **Any messages or comments submitted to us via the Site:** which may include personal information such as your name, email address and telephone number.
 - g. **From public registers including social networks such as LinkedIn:** if you have made this information available, for the purpose of obtaining your contact details.
- 2.2. Our Sites may collect other information that may or may not be personal information. For each visitor to the Site, our server automatically recognises and stores the individual's "IP address" (eg. the domain name or Internet protocol address), the type of Internet browser

being used, the address of the site that "referred" the individual to our website and clickstream data. If this information cannot be used or combined with other data to identify you, it will not be personal information.

- 2.3. We generally collect personal information for the purpose of providing you with any goods or services that you request, to update our Sites, to improve the services or goods that we provide and to develop our business.

3. WHAT PERSONAL INFORMATION IS COLLECTED?

- 3.1. We aim to only collect personal information that is necessary to fulfil the purpose for which you have disclosed it, or as required by law.
- 3.2. You will typically be asked to provide contact information (such as your name, telephone number, postal address and email address). You may also be asked for demographic information (such as your age and gender) and/or profile data.
- 3.3. In some instances, we may need to ask you for additional information necessary to provide you with the goods or services you have requested. When we ask you for further information in addition to that you provide to us initially, we will tell you why we are collecting that information.
- 3.4. We aim to only collect information that is absolutely necessary to provide you with any service you have requested. If you would prefer to remain anonymous, we are happy to still deal with you provided that we don't need to know who you are. Instances where this may be possible include where you are providing us with anonymous feedback that does not require a response.
- 3.5. We do not collect sensitive personal information.

4. ELECTRONIC COMMUNICATIONS

- 4.1. In some instances, where you have provided consent, or consent is deemed to have been provided or conferred (in compliance with the APPs) we may use your personal information for

the purpose of sending you marketing communications including by electronic means such as email, SMS, MMS for an unlimited period. You may opt-out of receiving such messages at any time provided such messages are sent by us. We will give you the opportunity to opt-out within the message that we send to you. You may also opt-out by contacting us (using the details provided below).

5. STORAGE OF PERSONAL INFORMATION

- 5.1. Any information we collect about you will be kept securely by us unless an event beyond our control disrupts the measures we have in place. We use a range of measures to ensure the security of the data we keep and to prevent unauthorised access, destruction, use, modification or disclosure. We have procedures in place with regards to staff access to personal information and ensure that only those staff who need to know have access to your information.
- 5.2. We will only store personal information for so long as it is required either to fulfil the purpose for which it was collected or to fulfil our obligations at law. We will conduct regular reviews of the personal information we hold and destroy or de-identify information no longer required.

6. DISCLOSURE OF PERSONAL INFORMATION

- 6.1. Generally, personal information will not be disclosed to individuals or organisations outside of the Company without your prior consent. However, in the circumstances described below, personal information may be disclosed to:
 - a. **Essential service providers:** There may be other companies that we rely on to provide goods or services to you. We may be required to provide your personal information to these companies to ensure that we can deliver goods or services to you;
 - b. **Law enforcement or government bodies:** There are exceptions under the Privacy Act with regards to the provision of personal information to law enforcement or government bodies. When a legitimate request is sent to us by a law enforcement or government body we will comply with that request and may provide personal information about you without your consent;
 - c. **Our related entities:** including related entities of Billbergia Group Pty Ltd. We will do so to ensure that we and our related entities have complete information on you; and

- d. **Companies related to us or who take control of part or all of our business:** In providing personal information to us you will need to be aware of the possibility that, in future, another company may take control of part or all of our business. In that case, your personal information will be provided to that company.
- 6.2. If we disclose personal information to a third party under outsourcing or contracting arrangements (a service provider), we will take steps to ensure that they have:
- a. Signed a binding agreement;
 - b. Handle the personal information in a manner consistent with the APPs (regardless of whether they are a small business, or would otherwise be exempt from the Privacy Act);
 - c. Only use the personal information in order to provide specific services or to perform the specific functions required; and
 - d. Store the personal information securely, and only for as long as is necessary to provide the required services to perform the required functions.

7. ACCESS TO PERSONAL INFORMATION

- 7.1. Under the Privacy Act, you have the right to seek access and to update or correct the personal information that we hold about you. If you wish to exercise your right under the Privacy Act to seek access to the personal information held for you, you should make the request in writing (to the address specified below).
- 7.2. Ordinarily we will not charge for providing access/copies of personal information we hold about you, and will generally respond to access requests of this type within 30 days. If we anticipate there being a fee (for the time we spend locating and compiling the information you have asked for) we will provide you with an estimate before proceeding. If a fee is payable it will be based on an hourly rate plus the cost of photocopying or other out of pocket expenses. For legal and administrative reasons, we may also store records containing personal information in archives. Access to these historical records may result in a charge being incurred (an estimate will be provided to you prior). Due to the nature of archive, requests for access to historical records may take longer to process than with current records.

- 7.3. You may correct the personal information we hold about you at any time, you should make the request in writing (to the address specified below). We do not charge a fee to correct personal information held.
- 7.4. On review of your request, if we agree that the personal information held is not accurate, complete and up to date, it will be corrected by the appropriate person. If we do not agree, you will be provided with the reason(s) for the views and the opportunity to make a statement of your view and have it included with the information held.

8. COMPLAINTS

- 8.1. You have a right to complain to us if you are concerned about your privacy, how we have dealt with your personal information or in relation to the Privacy Act.
- 8.2. If you are concerned about how we have dealt with your personal information you should first contact us (using the details set out below). We will endeavour to send you a written response within 10 business days.
- 8.3. If you are not satisfied with the way we have managed or attempted to resolve your complaint you may complain to the Office of the Australian Information Commissioner by calling them on 1300 363 992, via their website at www.oaic.gov.au or by mail to the Office of the Australian Information Commissioner, GPO Box 5218 Sydney NSW 2001.

9. LINKS TO THIRD PARTY WEBSITES

- 9.1. Our Sites contain links to third party websites for individual's convenience and information. Individuals should be aware that when they access a third-party website, we are not responsible for the privacy practices or policies of that third party and will not be liable for any use or disclosure your personal information by any third party to whom your information is sent. We suggest that you review the privacy policy of each website you visit.

10. ACCEPTANCE OF THESE TERMS

- 10.1. By using the Sites, you signify your acceptance of this privacy policy. If you do not agree with this policy, please do not use our Sites or provide us with your personal information. The

Company reserves the right to modify, alter or otherwise update this policy at any time. Should the Company modify, alter or otherwise update this policy, it will prominently post notice(s) of the changes on the Sites covered by this privacy policy.

11. CONTACT DETAILS

Company Name: Evergy Pty Ltd
Telephone: 1300 383 749
Email: support@evergy.com.au
Mailing address: Locked Bag 1400, Meadowbank NSW 2114

12. VERSION CONTROL

Version	Amendment	Author and Date
Version 1		CJ 14 December 2017
Version 2		PD 22 December 2017
Version 3	Formatting	JK 31 January 2018



ANNEXURE R

COMPLIANCE STATEMENTS FOR WEBSITE

EVERGY PTY LTD

PREPARED WITH

COMPLIANCE QUARTER | Suite 2.03, 4 Ilya Avenue Erina NSW 2250

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INTRODUCTION

The following statements must be published on the retailer’s website. Each must be a separate statement and link to relevant policy documents.

Glossary:

NERL - National Energy Retail Law

NERR – National Energy Retail Rules

Important customer information >

- **Summary of the rights, entitlements and obligations of small customers**
- **Hardship Program**
- **Life support equipment**
- **No contact list**
- **Complaints Policy**
- **Compliance Policy**

CUSTOMERS WHO ARE EXPERIENCING HARDSHIP

NERL s59 and NERR s139, NERR s124

PDF document

CUSTOMERS WHO REQUIRE LIFE SUPPORT

NERL s59 and NERR s139, NERR s124

If you are a customer and have not provide us with information relating to your need for life support, this notice provides you with details on how you can let us know you require life support and what we will do with your account.

Notify us

You must notify us as soon as possible of any need you or anyone else living with you has for life support. You can notify us using the contact details below. Once you have notified us we will note this on your account and ensure that your account is not disconnected.

Information we will require and what we will do

You will then be required to provide us with confirmation from a registered medical practitioner of your (or any other person residing with you) need for life support equipment. We will immediately notify the energy distributor of the need for life support equipment at your premises giving them the information they need to update their records and registers. We will also provide you with verbal and written confirmation and an emergency contact number for your distributor (the charge for which is no more than the cost of a local call)

Cessation of requirement for life support equipment

If you or any other person residing with you no longer have a requirement for life support equipment or has vacated a premises and moved away, you must notify us as soon as possible of this. We will then notify the energy distributor who will update their records and registers.

Please contact us using the details below if you or any other person at your premises requires life support equipment, if you have any questions or would like to lodge a complaint.

Phone line: 1300 383 749 (1300 EVERGY)

Email: support@evergy.com.au

NO CONTACT LIST

NRR Pt2 Div10

This notice is to confirm your rights under Australian Energy Law. We have a range of obligations to you under Energy Law, The *Telecommunications Act 1997*, the *Do Not Call Register Act 2006* and the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010*.

We operate and maintain a 'No Contact List' and the purpose of the list is to ensure that we do not market to those that do not wish to be marketed to.

You can let us know that you would like to be included on the list in person, on our website, by email, electronically, by telephone or in writing.

We will then add your name and address, at no cost to you, to the 'No Contact List' and ensure that our marketing representatives do not make any contact with you for a period of two years. You

may renew your request to be added to the 'No Contact List' and we will extend the period for a further two years each time you make this request.

Please contact us using the details below if you would like to be included on the list, have any questions or would like to lodge a complaint.

Phone line: 1300 383 749 (1300 EVERGY)

Email: support@evergy.com.au

SUMMARY OF THE RIGHTS, ENTITLEMENTS AND OBLIGATIONS OF SMALL CUSTOMERS

NRR s 56

See separate document.

PRIVACY POLICY

We take our obligations to protect our customers privacy very seriously. Here is a link to our Privacy Policy.

If you have any questions, please contact us:

Phone line: 1300 383 749 (1300 EVERGY)

Email: support@evergy.com.au

VERSION CONTROL

Version	Amendment	Author and date
Version 1 Draft	Initial draft	CJ 19 January 2018
Version 2 Final	Formatting and insertion of contact details	JK 31 January 2018