



# **Market Retail Contract Terms and Conditions.**

# Welcome to Telstra Energy

## Our Agreement with You

Our Agreement with you is a market retail contract which sets out your and our rights, obligations and responsibilities relating to the Supply and sale of Energy to you.

It consists of:

- this document (which contains the Terms of the Agreement);
- our Offer to you, which includes the Energy Fact Sheet (Victoria) or Basic Plan Information Document (New South Wales, Queensland and South Australia) for your Telstra Energy Plan which details the Prices you need to pay for Energy and any discounts, rewards or benefits you may receive; and
- if the Agreement is for the sale of electricity, our solar FiT Terms.

We'll send these documents to you in a Welcome Pack after you sign up.

If you sign up for both electricity and gas, we'll send you a separate agreement for each.

## We want to keep things simple

Agreements relating to energy can be complex.

To help keep things simple, we've included a short explainer of each clause throughout the Terms. The short explainers should be used as a guide only - you should read the full Terms for all the information you need. The full Terms prevail if they are inconsistent with the short explainers.

Words used in the Agreement have the same meaning they do under the Regulatory Requirements. We've included simple definitions of capitalised words – you can find these at the end of the Terms.

## We comply with all relevant laws

In addition to the Agreement, we comply with Regulatory Requirements that contain rules about the sale and Supply of Energy. This includes energy specific laws (which deal with things like advertising, payments and billing) as well as the Australian Consumer Law.

If we say we will or may do something under the Agreement, we will only do so if allowed by, to the extent permitted by and in accordance with the Regulatory Requirements.

## We work with others to sell and Supply Energy to you

As an energy retailer we don't control the physical Supply of Energy to you. Your Distributor is responsible for the Supply of Energy to you, including the quality and reliability of Energy, and for connecting your Service Address to the Distribution Network. If we say we'll Supply you with Energy, we mean we'll arrange for your Distributor to do so.

We also work with Metering Service Providers to provide services relating to your Meter and metering data.

## We're here to help

More information about the Agreement and Telstra Energy is available on our website at [www.telstra.com.au/customer-terms](http://www.telstra.com.au/customer-terms).

You can also contact us on 13 22 00 if you have any questions.

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## 1 WHO IS IN THE AGREEMENT BETWEEN?

Under the Agreement, we'll sell Energy to you at your Service Address.

The Agreement is between You and Telstra for the sale of Energy to you at your Service Address.

You can also nominate someone to act on your behalf in relation to your Energy account. They'll be able to give us instructions and make changes relating to your account, but you'll be responsible for their actions.

## 2 DOES THE AGREEMENT APPLY TO YOU?

The Agreement only applies if you meet the eligibility criteria. You must tell us if your eligibility changes. If your eligibility changes, or the information we have or an assumption we've made is incorrect or no longer correct, we may end or change the Agreement.

### 2.1 Eligibility

You're eligible for the Agreement if:

- you're a Small Residential Customer at your Service Address;
- your Service Address is directly connected to a Distribution Network (and is not part of an Embedded Network or other similar arrangement);
- your Service Address has its own Meter with a unique identifier (known as a NMI for electricity, or MIRN for gas);
- we have a Telstra Energy Plan available at your Service Address;
- you've satisfied any ID checks, credit checks and/or credit assessments we require; and
- you and your Service Address satisfy any other eligibility criteria for your Telstra Energy Plan.

### 2.2 What if you're no longer eligible?

You must tell us if you no longer satisfy the eligibility criteria or if any information you've given us (including about your name, billing information, email address or Service Address) is incorrect or has changed.

We may end or change the Agreement if you're no longer eligible or if information available to us or an assumption we've made (including about your distribution area, network tariff or Meter) is incorrect or no longer correct. We'll let you know if we do.

If we change the Agreement in these circumstances, we may give you a new Telstra Energy Plan and/or Prices and you can choose to immediately end the Agreement without penalty by letting us know.

## 3 START OF THE AGREEMENT

The Agreement starts when you place your order. We'll then send you a Welcome Pack. You can cancel the Agreement for any reason within 10 Business Days of receiving the Welcome Pack. We'll start selling you Energy when we're allowed to do so.

### 3.1 When does the Agreement begin?

The Agreement starts on the date you place your order.

### 3.2 Cooling-off Period

You can cancel the Agreement without penalty and for any reason within 10 Business Days from the date you receive your Welcome Pack (even though you accepted the Agreement). If you do, the Agreement will be treated as if it never started.

You can do this by calling us on 13 22 00 or by completing and returning the Cancellation Notice included with the Agreement.

### 3.3 When will we start selling you Energy?

We'll start to sell you energy once you've provided us with all the information and consents we've asked for, the Cooling-off Period has expired and we have become Financially Responsible.

In some circumstances the Regulatory Requirements may permit us to start selling you Energy before your Cooling-off Period has expired. If so, we'll start selling you Energy once you've provided us with all the information and consents we've asked for and we become Financially Responsible.

You may need to pay us any amount you owe us under a different energy agreement before we sell you Energy under the Agreement. We'll let you know if this applies to you.

## 4 ENDING THE AGREEMENT

The Agreement can end in a few different ways, including if you buy Energy from someone else, move out, are no longer eligible, have been disconnected or want to end it. We can also end the Agreement at any time (but we'll let you know if we do).

### 4.1 The Agreement is ongoing

The Agreement is ongoing and has no fixed term.

### 4.2 When does the Agreement end?

The Agreement will end:

- if you buy Energy for your Service Address from a different retailer – on the date that retailer becomes Financially Responsible;
- if you move out of your Service Address (see clause 4.3);
- if you enter into a new agreement with us for Energy at your Service Address – on the date the new agreement starts;
- if you ask us to disconnect your Service Address – 10 Business Days after disconnection;
- if you tell us you want to end the Agreement – after we do a final Meter Reading;
- if we both agree to end the Agreement – on the date agreed;

- if your Service Address is disconnected and you're no longer entitled to ask us to reconnect you – 10 Business Days after disconnection;
- if you're no longer eligible for the Agreement (see clause 2.2); or
- if a Last Resort Event occurs – on the date we can no longer sell you Energy.

We can also end the Agreement at any time by giving you 20 Business Days' notice. If we do this, the Agreement will end on the date stated in the notice.

### 4.3 What happens if you move?

If you're moving out of your Service Address, you'll need to tell us the date you're moving at least 3 Business Days before you move. If you don't receive your bills via email, you'll also need to let us know where we can send your final bill.

Once you tell us you're moving, we'll do a final Meter Reading (which we'll try to do on a date you request) and the Agreement will end. You'll need to make sure we can access your Meter to do this final Meter Reading. We'll then send you your final bill.

If you don't tell us you're moving or we can't access your Meter, the Agreement will continue and you'll need to keep paying any Prices and other amounts until your Service Address is disconnected, we find out you have moved (and do a final Meter Reading) or we or another retailer starts to sell Energy to the Service Address under a different agreement.

You may also need to pay a move-out/disconnection fee and/or Special Meter Reading fee as set out in our Fee Schedule. We'll let you know if you do.

### 4.4 After the Agreement ends

If you continue to take Energy from us at your Service Address after the Agreement ends but have not entered into another agreement with us for Energy at your Service Address, we'll sell you that Energy on the terms and Prices of our Standard Retail Contract.

Any rights, obligations or remedies you or we have under the Agreement prior to the date the Agreement ends will continue after the Agreement ends. This includes any obligation you or we have to pay any Price or other amount due, and anything that deals with privacy, marketing, governing law, liability, payments, Prices, metering, billing, disconnection, giving you notices and other obligations relating to safety or the use of Energy.

## 5 CHANGING THE AGREEMENT

We can change the Agreement, including by replacing your Telstra Energy Plan with a new plan. If we do change the Agreement, we'll let you know.

We can change the Agreement by letting you know 20 Business Days before the change applies (unless something else in the Agreement or Regulatory Requirements say otherwise). We'll tell you about the change by writing to you or sending you a link to details of the change on our website.

One way we may change the Agreement is by substituting your Telstra Energy Plan with a new plan if we withdraw your Telstra Energy Plan from sale or otherwise in accordance with the terms of your Telstra Energy Plan or the Agreement. If this happens, your existing Telstra Energy Plan will be replaced by a new plan which will automatically form part of the Agreement. If you don't want the new plan to form part of the Agreement, you can choose to end the Agreement. If you choose to end the Agreement, but continue to take Energy from us, we'll sell you that Energy on the terms and Prices of our Standard Retail Contract.

We may also change the Agreement without giving you advanced notice if the change is permitted or required by Regulatory Requirements, if you've requested or agreed to the change, to make an administrative or typographical change or if the change makes the Agreement better for you.

## 6 PRICES FOR ENERGY

We'll tell you the Prices you need to pay and let you know if they change.

### 6.1 Our Prices

The Prices you must pay for Energy are set out in your Energy Fact Sheet (Victoria) or BPID (New South Wales, Queensland and South Australia).

You'll also need to pay any fees or other amounts you owe from time to time as set out in our Fee Schedule or under the Agreement.

### 6.2 We can change your Prices

We can change the amount, nature and structure of our Prices or introduce new Prices by letting you know. If we do, we'll let you know as soon as practicable in accordance with the Regulatory Requirements, but in any case no later than your next bill.

We may also change the amount of any Feed-in Tariff we pay you (if applicable) in accordance with our FiT Terms.

If permitted by the Regulatory Requirements, we may let you know about these changes by publishing a notice in a newspaper or on our website and including a link to our website with your next bill after the change.

If your Prices change during a billing cycle, we'll calculate your bill for that billing cycle on a proportionate basis.

## 7 YOUR ENERGY BILL

We'll send your bills via email. If we estimate your bill, we'll let you know it's an estimate and adjust it when we know the right amount. If you think your bill is wrong, let us know.

### 7.1 Getting your bill

We'll send your bill (or if permitted by the Regulatory Requirements a link to your bill) to your nominated email address as soon as possible after the end of each billing period (which is set out in your Offer).

If we agree to send you a paper bill, we'll send it to your nominated postal address (and you may need to pay the paper bill fee set out in our Fee Schedule).

### 7.2 How we calculate your bill

We'll calculate your bill based on:

- the amount of Energy you use during a billing period, using information provided by a Meter Reading;
- the Prices for that Energy use;
- any other amounts payable for services provided under the Agreement (including your daily supply charge) or by your Distributor or Metering Service Provider; and
- any other amounts you owe under our Fee Schedule or the Agreement.

We'll try to make sure all Prices and other amounts for a billing period are included in the relevant bill, but sometimes we'll need to include Prices, credits or other amounts from a previous billing period (including if we need to adjust your bill or if amounts owed weren't billed or are unpaid).

### 7.3 We may estimate your Energy use

We'll estimate your bill if your Meter can't be read, your metering data is not available or you consent to us doing so.

If we estimate your bill, we'll state on the bill that it is an estimate and we'll adjust a future bill for the difference between the estimate and actual amount once your Meter is read. We'll do this adjustment in accordance with clause 8.5 or 8.6.

If we can't read your Meter due to your actions and you ask us to replace an estimated bill with a bill based on an actual Meter Reading, we may charge you to do so.

### 7.4 Reviewing your bill

If you think your bill is incorrect, let us know as soon as possible by requesting that we review your bill. We'll review it in accordance with our Dispute Resolution Process which can be found on our website at [www.telstra.com.au/complaints](http://www.telstra.com.au/complaints). If you ask us to, we'll check the Meter Reading or test your Meter, but we may charge you the costs of doing this if the Meter Reading was correct or if the Meter was working properly.

While we review your bill, you'll need to pay any other bills due for payment and any portion of the bill under review that is not in dispute.

If your bill was incorrect, we'll adjust your next bill in accordance with clause 8.5 or 8.6. If your bill was correct, you'll need to pay us any unpaid amount.

If you're not satisfied with our review, you can refer your complaint to the Ombudsman in the State where your Service Address is located. The contact details for energy Ombudsmen can be found on our website at [www.telstra.com.au/energy-ombudsman](http://www.telstra.com.au/energy-ombudsman).

## 8 PAYING YOUR ENERGY BILL

You need to pay your bill by the Due Date. If you don't pay on time we may disconnect you. If you have trouble paying, let us know and we'll tell you how we can assist.

### 8.1 What you need to pay

You need to pay the amount shown on your bill by the Due Date or make payments in accordance with the instalment plan or payment schedule agreed with us.

### 8.2 How you can pay

Your bill shows the ways you can pay, but when you sign up we'll ask for your preferred payment method. You must keep this payment method up to date and valid.

Depending on your Telstra Energy Plan, you may be restricted to certain payment methods (for example, Direct Debit). You can find out more about Direct Debit payments at [www.telstra.com.au/directdebit](http://www.telstra.com.au/directdebit).

### 8.3 Non-payment, unpaid amounts and debt collection

If we don't receive your payment by the Due Date, we'll send you a reminder notice and try contacting you. If permitted by the Regulatory Requirements we may also apply any Security Deposit to the unpaid amount, disconnect your Service Address, refer or sell any unpaid amount to a third party (who may then seek to collect it from you) or rely on other rights we have under the Agreement.

If a payment you make is dishonoured, we may charge you any costs we incur.

### 8.4 If you have trouble paying

We understand you might have difficulty paying your bills from time to time. If this happens please let us know as soon as possible.

At a minimum, we'll give you the payment assistance required by the Regulatory Requirements. This may include giving you information about government and non-government rebates, concessions or relief schemes and the payment plans, instalment arrangements or other payment arrangements we offer.

For more information about additional assistance that may be available to you if you are having trouble paying your bill or experiencing hardship, read our Customer Hardship Policy at [www.telstra.com/hardship](http://www.telstra.com/hardship).

### 8.5 Undercharging

If we've undercharged you, we'll include the amount you owe as a separate item in a special bill or on your next bill. We'll also explain that amount on the bill.

We won't charge interest on that amount and you'll be able to pay it back by instalments.

We can't recover the amount you owe if it is older than 9 months (or 4 months in Victoria) unless the undercharging was due to your fault or your unlawful act or omission.

### 8.6 Overcharging

If we've overcharged you, we'll credit the overcharged amount on your next bill. If the amount is \$50 or more we'll let you know within 10 Business Days of us becoming aware and you can instead request that we repay the amount to you. Interest is not payable on the overcharged amount.

If you no longer buy Energy from us, we'll use best endeavours to pay you the amount within 10 Business Days.

If we've overcharged you due to your fault or your unlawful act or omission, we may limit the amount we credit or pay you to the amount overcharged in the past 12 months.

### 8.7 Concessions

You may be eligible for concessions, discounts, rebates or grants. We'll give you information on these and their eligibility requirements upon request or as otherwise required by the Regulatory Requirements. For more information visit [www.telstra.com/concessions](http://www.telstra.com/concessions).

### 8.8 Bill smoothing

If we offer and you agree, we may let you pay your bills under a bill smoothing arrangement which spreads your estimated yearly costs across equal and regular payments.

### 8.9 Debt collection procedures

We may commence legal proceedings against you for amounts not paid by the Due Date. If we do, we'll comply with our obligations under the Agreement, the Regulatory Requirements, and any relevant debt collection guidelines issued or published by the ACCC or ASIC.

We may charge you the direct and indirect costs we incur in collecting your debt, including legal fees or amounts we pay to third parties.

If you have multiple Energy accounts with us, we may transfer debts owing from one account to another.

## 9 METERING

You need to provide access to your Meter so it can be read or fixed if something goes wrong. You need to make sure your Meter is easy to access, not damaged and kept safe.

### 9.1 Who owns your Meter?

Your Meter belongs to us or a Metering Service Provider.

### 9.2 Metering Service Provider

A Metering Service Provider provides services on our behalf. They may provide, install, repair, replace, alter, maintain or remove your Meter as required.

### 9.3 Reading your Meter

We'll arrange for a Meter Reading to take place as often as required by the Regulatory Requirements to prepare your bills. At a minimum, this will be every 12 months.

If you have a Digital Meter, your Meter Reading will take place remotely.



#### 9.4 Access to your Service Address and Meter

You must give us, the Distributor and the Metering Service Provider safe, convenient, unhindered and easy access to your Service Address and your Meter. This is so that your Meter can be read, tested, maintained, inspected, altered or replaced, so that your Service Address can be connected, disconnected or reconnected and so that the Distribution Network can be inspected, tested, repaired or maintained.

You must let us, the Distributor and the Metering Service Provider know as soon as possible if there's anything that affects access to your Service Address, premises, Meter or associated equipment.

If you don't give us, the Metering Service Provider or the Distributor access to your Service Address or your Meter, you'll need to pay us the reasonable costs we incur in trying to do so.

#### 9.5 Costs associated with your Meter

You may need to pay the cost of any non-standard work, modification or installation required at your Service Address relating to your Meter or Supply of Energy (including if those non-standard works relate to the Telstra Digital Meter). We'll let you know before we arrange these works.

#### 9.6 Safety

Safety is very important to us. For your safety, you must comply with our, the Distributor's and the Metering Service Provider's requirements.

You must keep your Meter and associated equipment in good condition and repair, free from hazards and interference and ensure they aren't damaged, removed, tampered with or interfered with.

You must tell us if you're aware of changes or proposed changes to your Meter or associated equipment which may affect the quality, reliability or safety of Energy Supply to your Service Address. You must also let us and the Distributor know straight away if you're aware of any potential safety hazards at your Service Address, and if so provide us or our representative with suitable protection.

You must ensure that any work on the Distribution Network, your Meter or associated equipment is only done by people licensed to carry out that work.

#### 9.7 Telstra Digital Meter

If the Agreement is for the Supply of electricity, you consent to your existing electricity Meter being replaced with a Digital Meter (if you do not already have a Digital Meter) and waive your right to opt out of having your electricity Meter replaced.

If we do replace your Meter with a Digital Meter, your tariff and the Prices you pay under the Agreement may change.

For more information about Digital Meters, visit [www.telstra.com.au/smart-meters](http://www.telstra.com.au/smart-meters).

### 10 INTERRUPTIONS

Your Energy may be interrupted from time to time. We or your Distributor will let you know if your Energy is or needs to be interrupted.

We use due care and skill when providing you with a service. However the nature of Energy Supply (including reliance on systems we don't own or control) means we can't promise the Supply of Energy will always be free from interruptions or faults.

Your Energy Supply may be interrupted by us or your Distributor from time to time. These interruptions may be planned (for example, to install, test or repair your Meter or other equipment) or unplanned (in the case of an emergency, for safety reasons or if extreme weather causes damage to the Distribution Network).

If your Distributor interrupts your Energy Supply, they're responsible for letting you know.

If we plan to interrupt your Energy Supply, we'll let you know in accordance with the Regulatory Requirements or get your consent to do so.

### 11 DISCONNECTION

We may disconnect your service for a number of reasons. Most commonly this will be if you ask us to or if you don't pay your bill on time. We won't disconnect you unless we're allowed to, but if we plan on disconnecting you, we'll let you know before we do.

We may arrange to disconnect your Service Address if:

- you ask us to;
- you don't pay your bill by the Due Date or don't agree to or adhere to a payment plan;
- you don't provide a Security Deposit we're entitled to ask for;
- you don't allow an authorised person access to your Meter for 3 consecutive Meter Readings;
- you obtain or use Energy illegally or fraudulently; or
- we're entitled or required to do so under the Regulatory Requirements or other law.

We won't disconnect you without first giving you notice and following relevant procedures in the Regulatory Requirements. In any event, we won't disconnect you if you've made a complaint about the reason for the disconnection and that complaint remains unresolved, if your Service Address is registered as requiring life support equipment, if you're adhering to a payment plan under our Customer Hardship Policy or in any other prohibited circumstances.

We also won't disconnect you during a Protected Period unless you ask us to or we are otherwise entitled or required to do so.

If we arrange to disconnect you, you may need to pay relevant fees set out in our Fee Schedule.

## 12 RECONNECTION

If you've been disconnected, we'll reconnect you if within 10 Business Days you ask us to, have fixed the reason you were disconnected and pay any reconnection fee we ask for.

We'll arrange to reconnect you if within 10 Business Days of disconnection you ask us to, have remedied the reason we disconnected you and paid any reconnection fee we ask for (as set out in the Fee Schedule).

If you don't ask us to reconnect you the Agreement will end 10 Business Days after disconnection.

## 13 LIFE SUPPORT EQUIPMENT

You must let us know if someone at your Service Address needs life support equipment.

If a person living at your Service Address needs life support equipment you must register the requirement for life support equipment with us or your Distributor and give us the medical certification we ask for under our Life Support Policy (which you can read at [www.telstra.com.au/life-support](http://www.telstra.com.au/life-support)).

If you register the requirement for life support equipment, we'll give you advice and information to assist you if your Energy Supply is interrupted.

You must tell us or your Distributor if the life support equipment is no longer required.

## 14 LIABILITY

We don't control the physical Supply of Energy and aren't liable if something is wrong with your Energy or Supply of Energy. If someone makes a claim against us which arose because you were negligent or breached the Agreement, you'll be responsible.

### 14.1 Our liability

As a retailer we don't control the physical Supply of Energy to you. Your Distributor controls the safety, quality, frequency, pressure, reliability, continuity and Supply of your Energy. To the extent permitted by law, we aren't liable for loss or damage you suffer as a result of the Distributor Supplying, failing to Supply or interrupting or curtailing the Supply of Energy to your Service Address.

The Competition and Consumer Act 2010 (Cth) and other laws provide for certain conditions, consumer guarantees and rights which cannot be excluded or limited. Nothing in these terms and conditions excludes or limits these conditions, guarantees and rights.

To the extent permitted by law, subject to consumer guarantees and unless set out in the Agreement, we

give no condition, warranty or undertaking and make no representation to you about the condition, suitability, quality, fitness for purpose or safety of anything provided under the Agreement.

To the extent permitted by law, any liability we have for a breach of any condition, warranty, undertaking or representation under the Agreement that cannot be excluded but can be limited will, at our discretion, be limited to providing you with goods or services or paying you the costs of acquiring goods or services which are equivalent to the goods or services to which the breach relates.

Our liability for loss or damage you suffer due to the total or partial failure of or defective Supply of Energy to your Service Address is excluded by the Regulatory Requirements unless we've acted in bad faith or negligently.

#### **14.2 Your liability**

You indemnify us against any injury, loss or damage suffered by a third party (including your Distributor) in connection with your use of Energy and claimed against us, to the extent that the injury, loss or damage is caused or contributed to by your negligence or breach of the Agreement.

You must take reasonable steps to minimise the risk of loss or damage to any equipment, premises or business of yours which may result from poor quality or reliability of the Supply of Energy.

You must pay any costs we incur due to your breach of the Agreement or Regulatory Requirements.

### **15 OTHER THINGS YOU NEED TO KNOW**

These are some other things you should know about, such as Security Deposits, credit checks, the assistance you must give us, that you must tell us if you change your Energy use and that you can't use or take Energy illegally.

#### **15.1 You may need to give us a Security Deposit**

We may ask for a Security Deposit if permitted by the Regulatory Requirements. You must pay the Security Deposit if we ask you to.

If you have paid a Security Deposit, we'll pay you interest at the rate and on the terms required by the Regulatory Requirements.

When permitted by the Regulatory Requirements we may use your Security Deposit and any interest to offset any amounts you owe under the Agreement.

#### **15.2 You can't use or obtain Energy illegally or fraudulently**

You must not and must take reasonable steps to ensure others don't:

- use Energy Supplied to you illegally (including any unmetered Energy);
- allow Energy you purchase from us to be used other than in accordance with the Agreement or the Regulatory Requirements (including for non-residential purposes or for use at another premises);
- take Energy from us, another premises or the Distribution Network illegally or other than in accordance with the Agreement or the Regulatory Requirements;
- interfere or allow interference with any Meter or other energy equipment at your Service Address (except as permitted by the Regulatory Requirements); or
- use Energy Supplied to your Service Address or any equipment in a way that unreasonably interferes with the connection or Supply of Energy to another customer or causes damage or interference to any third party or the Distribution Network.

#### **15.3 You may need to assist us**

You must give us and your Distributor the reasonable assistance and co-operation we ask of you so that we can comply with the Regulatory Requirements.

#### **15.4 Change in Energy use**

You must let us know if you are no longer using Energy at your Supply Address for domestic household purposes.

#### **15.5 We may need to run a credit check**

We may undertake a credit check or credit assessment from time to time using the personal information obtained from you, the Agreement or the relevant credit reporting bureau.

We may do anything on your behalf that is reasonably necessary to process your application for credit from us or to manage credit provided by us to you.

You can read about our credit reporting policy at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy).

## 16 COMPLAINTS

If you have a complaint, let us know so we can make things right.

We're committed to resolving problems or complaints quickly and effectively. If you have a complaint, query or dispute, give us the opportunity to make it right by calling us on 13 22 00 or visiting [www.telstra.com.au/complaints](http://www.telstra.com.au/complaints).

We'll handle any complaint in accordance with the Dispute Resolution Process which can be found on that page. Our trained staff will investigate your complaint and inform you of the outcome. You can also ask for a supervisor or manager to review your concern and the way it was handled. If you're not satisfied with our response, you can refer your complaint to the Ombudsman in the State where your Service Address is located.

## 17 MARKETING

We'll tell you about other products or offers. Let us know if you don't want us to.

From time to time, we and our related bodies or dealers will let you know about other products and offers, even after the Agreement ends. We'll do this in accordance with our Privacy Statement which is available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy).

If you'd like to stop receiving marketing about other products and offers, call us on 1800 039 059. You can also update your marketing preferences on My Telstra.

## 18 PRIVACY

We only use personal information in accordance with our Privacy Statement.

Privacy matters to us and we know it matters to you. We collect, store, use and share your personal information in accordance with our Privacy Statement which is available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy).

From time to time we may update our Privacy Statement. If we do we'll post the updated version on our website.

## 19 FORCE MAJEURE

If something extraordinary happens and we or you can't comply with the Agreement, we'll need to let each other know.

A Force Majeure Event is an extraordinary event or circumstance that is outside your or our control and that prevents one of us from meeting an obligation under the Agreement.

If a Force Majeure Event occurs, the requirement to meet the relevant obligation, other than an obligation to pay money, is paused to the extent it is affected by the Force Majeure Event and for as long as the Force Majeure Event continues.

The party affected by the Force Majeure Event must:

- use best efforts to remove, overcome or minimise its effects as soon as possible; and
- promptly let the other party know of the Force Majeure Event including details of the event, an estimate of how long it will last, how and the extent to which the party's obligations are affected and the steps being taken to remove, overcome or minimise those effects (however this does not require either party to settle any industrial dispute). Where you're the affected party you must also provide us with information evidencing that the Force Majeure Event is outside your control.

If the effects of a Force Majeure Event are widespread, we'll meet our obligation to let you know by making the required information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

## 20 HOW WE'LL COMMUNICATE WITH YOU

We'll send anything we need to send you electronically.

We'll send you all communications electronically unless something else in the Agreement or Regulatory Requirements say otherwise or we agree to send you communications differently. Where permitted, we may also send communications as a message on your bill.

We'll consider that you've received a notice or communication from us:

- on the date we send it to you by email or SMS (unless we're aware that delivery didn't occur or has been delayed);
- on the date 2 Business Days after we send it to you by post; or
- on the date we give it to you personally.

## 21 RETAILER OF LAST RESORT EVENT

If we can't sell you Energy anymore, we'll give your details to a new retailer.

If we're no longer able to sell Energy to you due to a Last Resort Event, we're required under the Regulatory Requirements to give information about you (including your name, billing address and meter information) to the entity that is appointed as the Designated Retailer.

If a Last Resort Event occurs, the Agreement will come to an end.

## 22 GENERAL PROVISIONS

This is some stuff our lawyers made us say. It's about the laws that apply and what we're allowed to do if we want to structure our business differently.

### 22.1 Dealing with the Agreement

You can't assign, transfer or novate the Agreement without our permission.

If allowed under the Regulatory Requirements we may:

- assign, transfer, novate or otherwise deal with the Agreement, any part of the Agreement, any of our rights, receivables or interests in connection with the Agreement or any related assets; and
- transfer you as a customer;

to or with any third party or related bodies corporate (including as part of a transfer of a large number of customers). We'll let you know if we novate the Agreement or transfer you as a customer.

If we're allowed under the Regulatory Requirements we may also grant a security or create an interest or trust in or over the Agreement, any part of the Agreement, any of our rights, receivables or interests in connection with the Agreement or any related assets.

We may do anything permitted by the Regulatory Requirements that is necessary or desirable to give effect to this clause, and you agree to do anything we reasonably request to affect anything we're permitted to do under this clause.

### 22.2 Governing law

The laws of the State your Service Address is located in govern the Agreement. You and we submit to the non-exclusive jurisdiction of the courts in that State.

### 22.3 Regulatory Requirement terms

Anything required by the Regulatory Requirements to be included in the Agreement is incorporated into the Agreement as a further term if it isn't expressly dealt with already.

If anything in the Agreement is inconsistent with a mandatory Regulatory Requirement, the mandatory Regulatory Requirement will prevail to the extent of the inconsistency.

## 23 MEANING OF TERMS IN THE AGREEMENT

**Agreement** means the Terms, the Offer (which includes your Telstra Energy Plan) and, if your Agreement is for the sale of electricity, our FiT Terms.

**BPID** means Basic Plan Information Document and contains key information about your Telstra Energy Plan if you're in New South Wales, Queensland or South Australia.

**Business Day** means a day other than a Saturday or Sunday or public holiday in the State or Territory in which your Service Address is located.

**Cancellation Notice** means the document included with the Agreement that sets out your rights to cancel the Agreement during the Cooling-off Period or under Australian Consumer Law.

**Cooling-off Period** means the period of 10 Business Days which starts on the day you receive your Welcome Pack from us and during which you can cancel the Agreement for any reason and without penalty.

**Customer Hardship Policy** means the policy setting out our processes for identifying and assisting you if you're having difficulty paying your bills, available at [www.telstra.com/hardship](http://www.telstra.com/hardship).

**Designated Retailer** means the Retailer you'll be transferred to if a Last Resort Event occurs.

**Digital Meter** means an electricity Meter which meets the Type 4 minimum services specification in the Regulatory Requirements or an advanced metering infrastructure electricity Meter in Victoria.

**Direct Debit** has the meaning given in the Direct Debit Service Agreement which is available at [www.telstra.com.au/directdebit](http://www.telstra.com.au/directdebit).

**Dispute Resolution Process** means our complaints and disputes process available at [www.telstra.com.au/complaints](http://www.telstra.com.au/complaints).

**Distribution Network** means a network of pipes, wires, and Meters for the Supply of Energy which your Service Address is connected to.

**Distributor** means the person or company licensed to Supply Energy who owns and operates the Distribution Network for your Service Address.

**Due Date** means the date set out on your bill or otherwise agreed that you must pay your bill by.

**Embedded Network** means a private electricity network which supplies multiple premises through a single point of connection to the Distribution Network.

**Energy** means electricity (if the Agreement is for the sale of electricity) or gas (if the Agreement is for the sale of gas).

**Energy Fact Sheet** means the document that contains key information about your Telstra Energy Plan if you're in Victoria.

**Fee Schedule** means the list of additional, one-off and other fees, charges or amounts contained in the document available at [www.telstra.com/energy-prices](http://www.telstra.com/energy-prices).

**Feed-in Tariff** means the amount per kWh we'll credit or pay you if you are eligible under the FiT Terms.

**Financially Responsible** in relation to a retailer means the retailer is responsible for invoicing and collecting money, paying networks and markets for access or usage and settlement under the Regulatory Requirements in respect of a Service Address.

**FiT Terms** means the terms and conditions that deal with the payment of Feed-in Tariffs and which accompany and form part of the Agreement if the Agreement is for the sale of electricity.

**Force Majeure Event** means an extraordinary event or circumstance that is outside your or our control and that prevents one of us from meeting an obligation under the Agreement.

**Last Resort Event** means an event that triggers the operation of a retailer of last resort scheme under the Regulatory Requirements. The retail of last resort scheme provides that where a retailer loses their retail licence or right to acquire Energy from the Energy wholesale market, arrangements are in place to ensure a customer continues to receive Energy.

**Meter** means an instrument that measures the amount of Energy passing through it (and which can determine the amount of Energy used at and/or exported from a Service Address) and any associated equipment including recording equipment, displays, communications equipment or equipment to control or regulate the flow of Energy.

**Meter Reading** means an inspection of a Meter, or remote receipt of data from a Digital Meter, which identifies the amount of Energy that has passed through the Meter up to a point in time.

**Metering Service Provider** means a person or company (which may include your Distributor) that provides services on our or the Distributor's behalf relating to electricity Meters, metering data or the sale and Supply of electricity under the Agreement.

**MIRN** means Metering Identification Registration Number and is used to identify your gas Meter and link it to the Service Address.

**NMI** means National Meter Identifier and is used to identify your electricity Meter and link it to your Service Address.

**Offer** means the offer letter or any other offer document provided to you under this contract which may include your Welcome Pack email, the Energy Fact Sheet (Victoria) or BPID (New South Wales, Queensland and South Australia) for your Telstra Energy Plan, our written confirmation of any oral offer that you accepted or any other electronic offer accepted by you.

**Prices** means the charges, tariffs, fees and other amounts set out in the Agreement, the Offer, your Energy Fact Sheet (Victoria) or BPID (New South Wales, Queensland and South Australia) for your Telstra Energy Plan or our Fee Schedule (available on our website at [www.telstra.com/energy-prices](http://www.telstra.com/energy-prices)).

**Privacy Statement** means the document which explains how we collect, store, use and share your personal information, available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy).

**Protected Period** means:

- a Business Day before 8am or after 3pm (or after 2pm in Victoria);
- a Friday, Saturday, Sunday, public holiday or the day before a public holiday; and
- between 20 and 31 December (inclusive) in any year.

**Regulatory Requirements** means all relevant acts, regulations, codes, procedures, statutory instruments, licences, proclamations and laws applicable to our sale and Supply of Energy to you including:

- the National Energy Retail Law and National Energy Retail Rules (in New South Wales, Queensland or South Australia, as relevant);
- the Energy Retail Code (in Victoria);
- the Electricity Industry Act 2000 (Vic) or Gas Industry Act 2001 (Vic) (as applicable) (in Victoria);

- the Retail Market Procedures relevant to your State or Territory;
- other State or Territory specific legislation;
- the Competition and Consumer Act 2010 (Cth); and
- the Privacy Act 1988 (Cth).

**Scheduled Meter Reading** means a Meter Reading at a time that equates to your billing period.

**Security Deposit** means an amount of money or other arrangement we may request as security against you not paying a bill.

**Service Address** means the address for the Supply of Energy corresponding to your NMI (for electricity) or MIRN (for gas) as provided by you and as set out in the Offer.

**Small Residential Customer** means a small customer as defined under the Regulatory Requirements relevant to your Service Address who purchases energy principally for personal, household or domestic use.

**Special Meter Reading** means a Meter Reading that is not a Scheduled Meter Reading.

**Standard Retail Contract** means the contract with terms and conditions that are set by the Regulatory Requirements and which we are required to offer you which can be found at [www.telstra.com.au/customer-terms](http://www.telstra.com.au/customer-terms).

**Supply** means the delivery of Energy by a Distributor to a premises via its Distribution Network, and the provision of any related services.

**Telstra** means Telstra Energy (Retail) Pty Ltd (ABN 23 645 100 447), referred to as "we", "our" or "us" throughout the Agreement.

**Telstra Energy Plan** is the plan identified and described in your Offer.

**Terms** means the market retail contract terms and conditions contained in this document.

**Welcome Pack** means the information we send you after you place your order with us for Energy. It includes a copy of the Agreement, a Pricing and Plan Information Document and other information we must give you under the Regulatory Requirements before your Cooling-off Period starts.

**You** means you, the customer, referred to as "you" or "your" throughout the Agreement.