



Cashflow Assist Program Market Contract

Offer Date: [Date]

Valid to: [Date + 14]

Customer name: [Customer Name]
Nominated premises: [Customer Supply Address]
NMI number: [NMI Number]
Nominated email address: [Customer email address]

Your current cost of electricity: c / kWh
Your current retail cost of electricity: c / kWh
Your current network charges: c / kWh

Your current retail cost of electricity: c / kWh
Your new QEnergy retail cost of electricity: c / kWh

which is a [discount] % discount!

By joining QEnergy, Queensland money stays in Queensland.

Your new QEnergy electricity cost schedule:

Your cost of electricity: [Electricity rate.00] c / kWh
Retail cost of electricity: c / kWh
Network charges: c / kWh
Service to property charge: \$ [Service charge.00] per day
Association bonus: \$ [Association bonus. 00] per year

Your bill will also include the Community Ambulance Cover Levy and GST.

Your estimated annual usage: [estimated usage] kWh
Your Cashflow Assist Program monthly direct debit charge: \$ [Monthly DD.00]

How QEnergy will do business with you:

Your QEnergy Market Contract and its Terms and Conditions will start on the date you agree to it.

QEnergy will start selling electricity to you under the Market Contract when we become responsible for your electricity supply, after your next meter reading on [Next meter read date]. QEnergy will debit your first payment on the date your electricity supply is transferred to us.

Your QEnergy Market Contract will end 12 months after we become responsible for your electricity supply.

Your QEnergy Market Contract and Terms and Conditions and QEnergy Direct Debit Request and Service Agreement together form QEnergy's Cashflow Assist Program.

To finalise your acceptance of the QEnergy Cashflow Assist Program, please sign the attached Direct Debit Request and Service Agreement and fax back to QEnergy on 07 3041 6992.

Doing Business – Cashflow Assist Program

Market Contract Terms and Conditions

We agree to sell electricity or other services to you at your nominated premises and you agree to purchase electricity or other services from us, on the basis set out in the Market Contract to which this is attached and under the Terms and Conditions set out below.

1. Starting and ending the Market Contract

- 1.1 Your QEnergy Market Contract will start on the day you agree to it either verbally or in writing.
- 1.2 For the first ten business days of the Market Contract, QEnergy will let you reflect on your Cashflow Assist Program, and during this time you can cancel the Market Contract by notifying us in writing.
- 1.3 QEnergy will not start supplying electricity to you until your account is transferred to us around the time of your next meter read and we become financially responsible for your supply. Until then, you will still be billed by your previous supplier as you are now.
- 1.4 This Market Contract will end 12 months after your account is transferred to us (unless it is terminated early). It will then continue with the electricity charges and Terms and Conditions in use at the time, which we will give to you with at least 20 business days' notice. We will also advise you of our other product options to allow us to negotiate a new contract.
- 1.5 Under this Market Contract, you are authorising us to take any steps necessary to effect a transfer from your existing electricity retailer to QEnergy.

2. Electricity charges and billing

- 2.1 In addition to the charges set out in the Market Contract attached, we will also invoice you for the Community Ambulance Cover Charge and any applicable Goods and Services Tax.
- 2.2 Your cost of electricity from QEnergy includes regulated charges gazetted by the Queensland Government over which we have no control. Should these charges increase during the life of the Market Contract this increase will be passed on to you. We will notify you in writing that we are making an adjustment to your cost of electricity to reflect these increases.
- 2.3 Some changes to relevant laws or regulation – such as the introduction of a Carbon Pollution Reduction Scheme and changes to the National Greenhouse Energy Reporting Scheme – may result in increased costs to QEnergy in purchasing your electricity. QEnergy may pass these increased costs on to you in full and we will notify you in writing that we are making an adjustment to your cost of electricity to reflect these increases.
- 2.4 Any charges for other services you may ask for, like disconnection or reconnection, meter installations, meter tests or other services your network provider is entitled to charge for, will be passed through to you and the whole amount debited from your nominated bank account.
- 2.5 You agree to give us or our agents access to your premises to read the meter as required.
- 2.6 If an actual meter read cannot be obtained or there is a malfunction in your metering equipment then we may need to use estimated data based on historical consumption.
- 2.7 You have directed QEnergy to and consent to QEnergy emailing your bills to you at your nominated email address and we will post you one printed bill per year. Your bill will show your electricity consumption and will state whether the consumption is estimated, or based on the actual data read from your meter.

3. Paying for your supply

- 3.1 QEnergy will debit monthly in advance the bank account you nominate on your Direct Debit Request, one-twelfth of your estimated annual electricity charge calculated using the information you supplied.
- 3.2 This may be adjusted when the electricity meter at your premises is read. If the annualised estimates resulting from your readings are more than 5% higher or 10% lower than the previous estimates, we will adjust the direct debit payments amounts. We will notify you in writing that we are making that adjustment.
- 3.3 At the end of each twelve month period after QEnergy commences supplying electricity to you, your actual usage will be calculated and any difference from the estimates incorporated into your direct debit payments for the next period. At the termination of the Market Contract this difference will be refunded to or debited from your nominated bank account.
- 3.4 If a debit from your account is dishonoured, we may send you a notice giving a further five business days to make payment. In this case, QEnergy may recover any external costs that we incur as well as a nominal handling charge.

4. Questioning a bill

- 4.1 If you want to question a bill, we will review it using our complaints process. We will tell you the outcome of the review as soon as possible but within 20 business days of your request. While there is no charge for the review, you do need to pay for that part of the billed amount we both agree is payable, or the monthly average of the previous twelve months. You must also continue to pay any future bills. If the review shows the bill was correct, you must pay any outstanding balance on the bill. If the bill was incorrect and we have received your payment, we will credit the overcharge directly to your nominated bank account.

- 4.2 If you are not satisfied with the review, you can ask for your meter to be tested. Where the meter is found to be faulty or inaccurate, it will be repaired and there will be no charge for the test. If there is no fault with the meter, you must pay for both the test and the outstanding balance of the bill.

5. Termination by you

- 5.1 You will be terminating your Market Contract with QEnergy if you vacate your premises; transfer to another retailer; give us 20 business days' notice that you are terminating the Market Contract or requesting disconnection; or enter into another Market Contract with us.
- 5.2 If you want us to disconnect your premises, we need 20 business days' notice and a forwarding address for your final bill. If you don't give us the required notice, you will be responsible for any electricity consumed at your nominated premises until another electricity retailer becomes responsible for them or we enter into a Market Contract with the next occupant.
- 5.3 If you choose to terminate your Market Contract early we may charge an early termination fee of \$75, as well as passing on to you any additional costs for final billing or any outstanding meter installation costs incurred on your behalf. The whole amount will be debited from your nominated bank account.
- 5.4 At the end of this Market Contract, either of us may terminate our arrangement by giving 20 business days' notice. If you then choose to transfer to another retailer, you will continue to be billed by us until that retailer becomes financially responsible for your account, and your final billing has been settled.

6. Termination by us

- 6.1 QEnergy may terminate your Market Contract and disconnect your supply within the rules set out by the applicable regulation. This may include where your account remains unpaid and we have arranged for the disconnection of the electricity supply to your premises, and any right you have to be reconnected has elapsed. We may also terminate your Market Contract if we find that the credit or usage information you have supplied us is false.
- 6.2 If you have been disconnected for failing to meet your obligations and you remedy the reason for the disconnection within ten business days of the disconnection, you can request that we reconnect your supply. However, a reconnection fee may apply which QEnergy will pass through to you and the whole amount will be debited from your nominated bank account.

7. Making a complaint

- 7.1 QEnergy is committed to making sure you have a great experience with us. If you are unsatisfied with our response to you, please feel free to ask for our decision to be reviewed by QEnergy's senior management. If we're still unable to resolve the issue satisfactorily, you may take the matter to the Queensland Government Energy Ombudsman.
- 7.2 If you'd like to talk to us about a poor experience with QEnergy, you can contact us by phone (1300 44 85 35), fax (07 3041 6992), post (22/288 Edward St Brisbane QLD 4000) or email moans@qenergy.com.au.

8. Obligations

- 8.1 Your electricity network provider, not QEnergy, is responsible for delivering electricity to your premises and for the quality and continuity of that supply. Your meter provider is responsible for your metering equipment although QEnergy may arrange changes to this equipment on your behalf at your request.
- 8.2 Subject to obtaining your consent, which consent will not be unreasonably withheld, we may assign the whole or any part of our interest in this Market Contract to anyone acquiring the assets of our business.
- 8.3 Unless required by law, we give no condition, warranty or undertaking, and we make no representation to you about the suitability of any service provided under the QEnergy Cashflow Assist Program, or its quality, fitness for purpose or safety, other than those set out herein. Any such warranty implied by law that cannot be excluded but can be limited is at QEnergy's option limited to providing equivalent goods or services to your premises; paying the cost of replacing the goods or services; or of acquiring equivalent goods and services.
- 8.4 So far as the law allows, we are not liable to you for any loss or damage you suffer – whether due to negligence or otherwise – because of the electricity we sell to you under this Market Contract. In particular, we are not liable to you for any loss or damage you may suffer because of failure or defect in the electricity supply or some characteristic of the electricity supply that makes it unsuitable for some purpose. To the extent permitted at common law (including equity) and so far as any applicable law allows, you indemnify us and hold us harmless against any liability arising from your breach of the Market Contract or your negligence in relation to your obligations under the Market Contract.
- 8.5 QEnergy commits to keeping any information about you in your Market Contract and Terms and Conditions confidential. We will only disclose information that we have about you to the extent specifically required by law or for the purpose of this agreement (including in connection with any query or claim).
- 8.6 Both you and QEnergy must comply with all relevant requirements imposed by electricity law, regulation and standard industry practice. You can find a copy of this legislation on our website www.qenergy.com.au.