

MARKET CONTRACT TERMS AND CONDITIONS

Market Contract Disclosure Statement Regulation 42 Electricity Supply (General) Regulations 2001 (NSW)

If you have any questions on anything relating to your Market Contract with QEnergy Limited, you can contact us on:

- Phone on 1300 475 569
- Fax on 1300 887 162
- Post at PO Box 3043 South Brisbane Q 4101; or
- Email at service@qenergy.com.au

This is a summary of the Market Contract Terms and Conditions between you and QEnergy for the sale of electricity to your premises.

The charges are set out on the first page of the contract, subject to specific charges which may apply in specific circumstances which are set out in the Terms and Conditions. The charges are all-inclusive (except for GST).

As QEnergy is not a standard supplier it is not required to offer a standard customer supply contract. Information on charges for our retail services is set out in the contract as well as on line at www.qenergy.com.au. Energy Made Easy will also publish a comparison of QEnergy's current charges at www.energymadeeasy.gov.au. A copy of the current charges will be provided to you for free upon request to QEnergy at the contact details above.

Charges (including the QEnergy charges if you have chosen a Variable rate product, the network charges and other charges we are required to pass on to you) may be varied from time to time by 10 business days' written notice to you in advance of the change occurring. We will provide you with this written notice by email. Any changes to the current offer charges will also appear on our website and will be notified to Energy Made Easy.

Under the regulations, you are entitled to 10 business days' cooling period after the date you receive the Market Contract. During this time, you may terminate the Market Contract without penalty by notifying QEnergy in writing or by email at the contact details above. Unless we have already started supplying electricity to you, you will not be charged any costs in that case.

You are not required to pay a deposit or security under this Market Contract, but your connection contract may impose a deposit or security which will be notified to you in the connection agreement. No penalties or charges are imposed on you under this Market Contract for any change in the load, however your distributor may apply such charges under your connection contract. QEnergy will be entitled to recover any costs it incurs on your behalf under a connection agreement which QEnergy assists you to arrange, or if transfer charges apply from your previous service provider.

You must give at least 20 days' notice if you wish to terminate this Market Contract early. You will be responsible to pay the contract charges for those 20 days.

If you wish to dispute a QEnergy bill you can email service@qenergy.com.au or phone the customer hotline

1300 698992, 9 am to 5 pm Monday to Friday. QEnergy will start work on your enquiry within 2 business days and will notify you of the outcome of our review within 20 business days.

You may ask for information about your meter reading and meter registration and QEnergy will provide this as soon as practical. QEnergy may pass on the costs of collecting and releasing the information. Where the meter is found to be faulty it will be repaired or replaced and there will be no charge for the test. If it is not faulty, you will be charged for the test.

QEnergy operates a payment plan and will offer information which may be of assistance if you are having trouble paying your account.

If you are unable to reach a satisfactory outcome to a dispute through the processes above, you may make a complaint to the ombudsman. The New South Wales Electricity and Water Ombudsman can be contacted between 9am and 5 pm Monday to Friday on 1800 246 545, in person at level 10, 323 Castlereagh Street, Sydney or by email omb@ewon.com.au.

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1. OUR MARKET CONTRACT

- 1.1. Through this Market Contract, QEnergy Limited (ACN 120 124 101 – “QEnergy”) agrees to sell electricity to you at one or more premises nominated by you (“nominated premises”) (or arrange other related services for you), and you agree to purchase electricity (or other services) from us.
- 1.2. The Market Contract consists of the Market Contract charges schedule and these Terms and Conditions. Where you have nominated multiple nominated premises, this Market Contract takes effect as a separate contract for each nominated premises and the supply points will not be totalled to determine if you are a small market customer.
- 1.3. This Market Contract applies to you only if you are a small customer as defined in the electricity law in your state and under the National Energy Retail Law (NERL).

2. STARTING AND ENDING THE MARKET CONTRACT

- 2.1. **Commencement.** Your QEnergy Market Contract for each nominated premises will start on the day stated on the details schedule.

IMPORTANT NOTICE TO THE CONSUMER

- 2.2. **Cooling off.** You have the right to cancel this agreement within 10 business days from the date after you received this document. For 10 business days after you receive this Market Contract and statutory disclosure statement for each nominated premises, you may reflect on your Market Contract for that nominated premises, and during this time you may cancel the Market Contract by notifying us orally or in writing, clearly stating your intention to cancel the contract. You have this right even if you had previously affirmed the contract. In that case, QEnergy would provide you with a record of the termination. Unless we had already started supplying electricity to you, you would not be charged any costs in that case. These provisions do not affect any other rights you may have in law or equity.
- 2.3. **Transferred account.** Unless you are an existing customer, QEnergy will not start selling electricity to you until you have explicitly consented to transfer your account and your account is transferred to us for that nominated premises around the time of your next meter read and we become financially responsible for your supply to that premises. This will be as soon as practical but (unless required by law) will not occur until at least 10 business days after the contract start date except for new connections. We will give you notice of the transfer occurring. Until then, you will still be billed by your previous supplier. Under this Market Contract, you are authorising us to take any steps necessary to effect a transfer from your existing electricity retailer to QEnergy.
- 2.4. **Connection Services.** In some cases, QEnergy may agree to assist you to obtain connection services from your distributor. Terms and conditions of the connection and distribution services will be set out in the customer connection services contract and may only be varied in accordance with the terms of that contract. The scheme of accreditation entitling the distributor to provide contestable services and the requirements for new connection services will be set out in the customer connection services contract. Connection services for each nominated premises will commence on the date specified by the distributor.
- 2.5. If QEnergy assists you to obtain connection services, upon your request we will provide you with a copy of the customer connection services contract and any document referred to in it. The first copy we provide you will be free of charge. Connection services including installation works will be charged to you directly by your distributor and will be notified under the connection services contract. In the event it is necessary for QEnergy to make these payments on your behalf, you must reimburse QEnergy in full upon invoice.
- 2.6. You must provide any deposit or security required by your distributor at the time of entering into your customer connection services contract for each nominated premises. The customer connection services contract will specify any security or deposit held, how it is to be paid, if the interest on any deposit is to be paid to you, the circumstances where the distributor can use that security to set off against amounts due on your connection services account, and when the deposit or security may be returned to you. QEnergy must not use this deposit or security for any other reason than for charges related to the supply of electricity or connection services arranged by QEnergy on your behalf.

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- 2.7. **End date.** This contract for each nominated premises will end on the end date stated for that nominated premises in the charges schedule of this Market Contract (unless it is terminated early). QEnergy will notify you that the contract is due to end. This notice will be given between 20 business days and 40 business days before the end date. After that, we will continue to sell you electricity for the charges and on the Terms and Conditions current under this Market Contract at the time it terminated or with updated charges that we will give you with at least 20 business days' notice. We will also advise you of our other product options.

3. ELECTRICITY CHARGES

- 3.1. **Charges.** Charges for the retail services and other services that may be supplied by QEnergy are set out on the Market Contract charges schedule, or elsewhere in this Market Contract, together with the following charges if applicable under the laws of your State:
- a) postage and handling charges
 - b) dishonor fee
- 3.2. **Network costs.** Your costs of electricity from QEnergy include network charges set by your network provider over which we have no control. Should these charges change during the term of the Market Contract these changes will be passed on to you.
- 3.3. **Changes to law and regulatory funds.** Some laws or regulation impacting on electricity supply — such as changes to any regulated environmental levies — may result in increased costs to QEnergy in purchasing your electricity. QEnergy may pass these increased costs on to you and you agree to pay these costs in full. These funds and costs may change from time to time and new charges may be introduced by changes to the law.
- 3.4. **Changes to Charges.** If you have selected a Variable Rate product we may vary your electricity rates at any time during the term of the Market Contract by giving you notice of this change not less than ten (10) business days before it comes into effect. If there is a change that goes to the nature or structure of a tariff or charge for a nominated premises located in Victoria, you acknowledge that you have given explicit informed consent to the change to that tariff or charge for the Victorian premises.
- 3.5. Any charges for other services you may ask for — either through us or with a service provider, such as disconnection or reconnection, meter installations, meter tests or other services your network or other provider is entitled to charge for — will be passed through to you on your QEnergy bill. These charges will be shown separately and you agree to pay these charges in full.
- 3.6. Where QEnergy arranges connection services on your behalf, you are not liable to pay any connection costs and charges to QEnergy if you are already liable to pay those amounts directly to the distributor under the customer connection services contract entered into directly between yourself and the distributor.
- 3.7. **GST.** Where QEnergy incurs Goods and Services Tax (GST) on your behalf or provides you with goods or services under the A New Tax System (Goods and Services Tax) Act 1999 you must pay GST in addition to the charge for those goods or services. This payment must be made simultaneously with all other charges noted in your bill, which will be a tax invoice.
- 3.8. **Peak and Off-Peak.** Peak and Off-Peak tariffs will only be available to you if they are set out in the charges schedule. If different tariffs are available, you may be eligible to transfer tariffs on written application to QEnergy.

4. BILLING

- 4.1. **Monthly payment.** You expressly consent to:
- (a) QEnergy calculating your monthly payment amounts as equal instalments of the estimated annual electricity charge based on your historical average use, or if QEnergy does not have that information, then the average use by comparable customers over the corresponding period. This monthly payment amount is shown in the details schedule.
 - (b) making monthly payments in advance on the due date consistent with this calculated monthly payment amount. QEnergy will email you a statement reminding you that the monthly payment amount will be due prior to each payment date, and the date by which you are required to pay this amount. Such a statement is not a valid tax invoice.

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(c) your first payment date, being not less than seven days after the commencement of supply of electricity to you is set out in the details schedule.

As set out in clause 4.2, actual meter readings will be taken to confirm the accuracy and seasonal fluctuations of your electricity usage. QEnergy will review your monthly payment amounts approximately six and nine months after the start date of your contract to ensure that they reflect your actual usage.

- 4.2. **Metered consumption.** Your distribution company will read your meter at each nominated premises at least quarterly, and you must give them safe access to your meter to allow them to do so. QEnergy will use its best endeavours to ensure your distributor complies with its obligations to regularly conduct accurate meter readings. If an actual meter read cannot be obtained or there is a malfunction in your metering equipment then they may estimate your usage based on historical consumption. If they continue to be unable to access your meter, you will be charged for their costs, and ultimately, QEnergy may disconnect your supply at that nominated premises within the rules set out by the applicable regulation and as provided for in this Market Contract.
- 4.3. **Bills.** As set out in clause 4.2, QEnergy will use your meter read information to calculate the energy charges on your bill based on the costs set out in the Market Contract charges schedule, and will invoice you any applicable GST. The bill will tell you the type of meter read supplied and the period to which it relates, and will give you information about your consumption and how the charges were applied. If you have contracted with QEnergy to supply electricity to multiple nominated premises, you may request separate bills for each nominated premises.
- Where it is not reasonable or reliable to rely upon a meter reading, you acknowledge that QEnergy may provide you with an estimated bill based on your previous consumption or in accordance with applicable regulatory instruments. Adjustments may be made in subsequent accounts once a reliable meter reading is available. The bill may also include unbilled charges from previous cycles, adjustments in relation to charges that were or should have been billed in the previous cycle or any other charges accrued to you at your nominated premises, including any costs associated with supplying you with electricity. You are not liable to pay any charges unless they are generally covered in this Market Contract and these Terms and Conditions.
- 4.4. **Monthly payment adjustment.** If your consumption indicates that your actual charges were more than 5% higher or 10% lower than your monthly payments for the corresponding period as set out in clause 4.1, QEnergy will adjust your monthly payment amount and issue you a notification of the adjustment and you agree to pay in accordance with that adjustment notice.
- 4.5. You agree to paying the difference between the payments you have made and the actual metered consumption charges arising from your bill as reflected by the balance on your bill. The due date for payment of the amount due on the bill will be not less than 10 business days after the date of dispatch of that bill.
- 4.6. You have consented to and directed QEnergy to email your bills to you at your nominated email address.
- 4.7. Where charges are changed under this contract within a billing period, consumption through the period will be prorated based on the total bill period length, and only consumption after the start date of the new charges will be billed at the revised charge.
- 4.8. **Corrections of previous charges.** If you have been charged less than the amount you should have been charged on a bill or we have failed to bill you for a period, QEnergy can recover those charges on the next bill. This amount will be separately explained on your bill, and we will not recover charges earlier than the statutory timeframe prior to notifying you of the undercharging, except if the undercharging arises from your fault. If you need more time to pay this extra amount, please contact us as soon as possible on 1300 792 441 or email collections@qenergy.com.au. No interest will be payable on any corrected charge.
- 4.9. If QEnergy assists you to obtain connection services, any provisions in this Market Contract in respect of the billing arrangement, the time and method of payment, querying bills, and obligations in relation to the payment and enforcement of bills will also apply to any charges you must pay QEnergy to satisfy the charges in the customer connection services contract.

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5. ENQUIRING ABOUT YOUR BILL

- 5.1. QEnergy is committed to making sure you have a good experience with us. If you have a query on any element of QEnergy's service, or you wish to ask a question about your account or your bill or request a replacement bill, or copies of historical bills, you can contact QEnergy on the customer hotline referred to in clause 10.3 to discuss your bill. If you want to question a bill, or raise a complaint, we will review it using our complaints process listed on our website <http://www.qenergy.com.au/Complaint-Handling>. 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 (whichever is lower). You must also continue to pay any future bills.
- 5.2. 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 under our complaints process listed on our website <http://www.qenergy.com.au/Complaint-Handling>.
- 5.3. If we are still unable to resolve the issue satisfactorily, you may take the matter to the Energy Ombudsman in your state, who are contactable as overleaf:
- Energy and Water Ombudsman Queensland — phone 1800 662 837; post PO Box 3640 South Brisbane BC QLD 4101; and email info@ewoq.com.au;
 - Energy and Water Ombudsman of New South Wales — phone 1800 246 545 9am to 5pm Monday to Friday; post Reply Paid K1343, Haymarket NSW 1239; and email omb@ewon.com.au;
 - Energy Industry Ombudsman South Australia — phone 1800 665 565 8:30am to 5pm Monday to Friday; post GPO Box 2947 Adelaide SA 5001; and email contact@ewosa.com.au;
 - Energy and Water Ombudsman Victoria — phone 1800 500 509; post GPO Box 469 Melbourne VIC 3009 and email ewovinfo@ewov.com.au.
- 5.4. **Correction.** If we find after an enquiry that your bill was incorrect and we have received your payment, QEnergy will correct the bill and refund you any overcharged amount. If the review shows the bill was correct, you agree to pay QEnergy the whole of any outstanding balance.
- 5.5. **Meter testing.** You may ask for information about your meter readings and meter registration for each or any nominated premises and QEnergy will endeavour to provide this information as soon as practical. QEnergy may pass on to you its costs of collecting and releasing information regarding half hourly meter registration. If you are not satisfied with any bill review, you can also 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 agree to pay QEnergy the whole of any payment for the test as well as the outstanding balance of the bill.

6. PAYMENT

- 6.1. You agree to pay QEnergy the monthly amount by the due date indicated on your payment notice on the same day of each month, or to paying your bill subject to clause 4.4. You can make these payments using BPAY, Post Billpay, cheque sent by mail or delivered in person, credit card, direct debit or electronic funds transfer to QEnergy's account:
- | | |
|----------------------------|------------------------|
| Bank Account Name: | QEnergy Limited |
| BSB: | 013-414 |
| Account Number: | 8357-28075 |
| Customer Reference Number: | EW_ _ _ _ _ |
- (If you are using electronic funds transfer, please insert only this Customer Reference Number into the payment reference field when you are making the payment otherwise QEnergy may not recognise this payment for your Market Contract).
- 6.2. QEnergy will also accept payments by you in advance of a bill.
- 6.3. **Trouble paying.** If you are having difficulties paying your bill please contact us as soon as possible at least 5 business days before the next monthly payment is due on 1300 792 441 or email collections@qenergy.com.au. We will work with you on a payment plan to help you pay your bill, and we may be able to help you access Government relief if you are eligible to do so, or provide you with information about counselling or independent financial advice. In certain circumstances permitted under the National Energy Retail Rules, we may notify you that your billing cycle will be shorted until you have paid three consecutive billing cycles.

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- 6.4. **Rate reset.** If you fail to make monthly payments as set out in clause 4.1 you agree that QEnergy may change the rate at which your energy is supplied and change your payment type to Post Paid. This means you would no longer qualify for the discounted rate and future payment of your account would be due and payable 10 business days after date of issue of each bill.
- 6.5. **Reminder notice.** If we do not receive either:
- a) your monthly payment on or before 10 days from the due date in accordance with clause 4.1; or
 - b) payment of your bill by the due date in accordance with clauses 4.4 to 4.7;
- and there is no agreement for a payment plan, we may send you a reminder notice by email or in writing to make payment or apply for a payment plan (if the collection cycle is not shortened at the time in accordance with the law). The reminder notice will tell you about any Government funded rebate or relief you may be eligible to apply for. You agree to pay QEnergy for any costs we have incurred or are likely to incur which are reasonable costs of recovering the overdue amount to the extent they are payable under the laws of your state. The schedule of applicable charges is provided on QEnergy's website, www.qenergy.com.au/charges.
- 6.6. **Termination or Disconnection notice.** If we still do not receive your payment within the time specified in the reminder notice, we will send you a disconnection notice by email or in writing indicating our intention to disconnect you in accordance with the law. If your request for a payment plan has been received before the disconnection notice, QEnergy will tell you the result before giving you the disconnection notice. The notice sets out both of our rights and obligations. We will not disconnect before the date specified. We will try to talk with you by telephone to assist you to resolve the issue, for example by helping you access Government relief if you are eligible to do so or offering you a payment plan.
- 6.7. We will retain records of our contact with you.

7. TERMINATION BY US

- 7.1. **When termination may apply.** QEnergy may terminate your Market Contract and disconnect your supply where:
- (a) **Non-payment of your account:**
 - (i) we have sent you the reminder notice and the disconnection notice and your account remains unpaid; and
 - (ii) we have given you the opportunity to rectify the default or agree and perform the settlement of any outstanding debt, we have met our statutory requirements to offer a payment plan and you have failed to enter into payment arrangements or you have failed to adhere to those arrangements; and
 - (iii) we have used our best endeavours to contact you; and
 - (iv) you no longer have any right to be reconnected; or
 - (b) **Security deposit** if you have failed to pay any security required for the connection services; or
 - (c) **Meter reading** if you have failed to give access to the premises or obstructed an authorised meter reader after due notice on three consecutive occasions and QEnergy has given you a disconnection notice and used its best endeavours to contact you; or
 - (d) Illegal conduct or false information the credit or other information you have supplied us is false or you illegally use energy.
- 7.2. QEnergy may also terminate this Market Contract:
- (a) if a different retail customer contract with a different customer or a different retailer commences for the nominated premises;
 - (b) upon expiry of the term of this Market Contract; or
 - (c) 10 days after your distributor disconnects your service for any reason and you have no right to re-energize.
- 7.3. Restrictions on termination QEnergy may not terminate your Market Contract in the following circumstances:
- (a) on the grounds of your failure to pay charges owed to QEnergy under this Market Contract if you owe us less than the amount specified by the relevant regulator in your state;
 - (b) if you are making payments to us as agreed under a payment plan;
 - (c) if you have an application pending for Government relief;

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- (d) a dispute or complaint has been made to QEnergy and remains unresolved in accordance with our dispute resolution policy;
 - (e) a dispute or complaint has been officially made to the energy ombudsman and remains unresolved;
 - (f) the money owed to us is for goods and services other than sale of energy; or
 - (g) during a protected period as defined by law;
- 7.4. Where QEnergy has procured your connection service on your behalf, and circumstances give us a right to disconnect under the customer connection services contract, disconnection may occur between 8am and 3pm Monday to Thursday (except during a protected period as defined by law).
- 7.5. If you have been disconnected and you remedy the reason for the disconnection or undertake certain steps to enable this to occur within 10 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 you agree to pay QEnergy the whole of this amount.

8. TERMINATION BY YOU

- 8.1. **Early termination on notice.** Your Market Contract with QEnergy will be terminated if any of the following occur:
- (a) you permanently vacate your premises; or
 - (b) you transfer to another retailer; or
 - (c) you provide us with 20 business days' notice before the maturity date, that you are terminating the Market Contract or requesting disconnection; or
 - (d) you enter into another Market Contract with us.
- 8.2. If you want us to terminate your Market Contract, we require at least 20 business days' notice and a forwarding address for your final bill. If you do not give us the required notice, you will be responsible for the balance of the 20 business days 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.
- 8.3. **Disconnection in advance** If you want us to disconnect your premises in advance of the termination of your Market Contract, we require at least the minimum disconnection notice time that your distributor may require or the time specified under the relevant law. We will take all reasonable steps to arrange disconnection as soon as possible and within the statutory time frame applicable to your locality. Although disconnection of the premises should mean no further energy is consumed, you will be responsible for the energy contract at your nominated premises until another electricity retailer becomes responsible for them; or we enter into a Market Contract with the next occupant.
- 8.4. If QEnergy also procures customer connection services on your behalf, you will be obliged to pay the charges for the connection services arranged by QEnergy for the minimum disconnection notice after QEnergy becomes aware of your desire to be disconnected or until the supply is actually disconnected (whichever occurs first).
- 8.5. **Final meter read** If you choose to terminate your Market Contract early for any one or more nominated premises, we will use our best endeavours to have an authorised meter reader attend the premises at a time and date agreed with you, or in any event as soon as possible to do a final meter read and we will prepare a final bill based on that data. If you do not give safe access for this meter reading you will continue to be responsible for charges under this contract until the end of the notice period, when the meter is ultimately read, or when either a new customer or a new retailer has assumed responsibility for supply to these premises.
- 8.6. **Supply after the end of contract.** If we continue to supply you with electricity after the term, that supply will be on the terms and conditions set out in this Market Contract subject to any variations which we have notified to you in accordance with the terms of this Market Contract.

9. RETAILER OF LAST RESORT

- 9.1. In the unlikely event that QEnergy is unable to continue as your electricity retailer and it becomes necessary to transfer you to a retailer of last resort for that nominated premises, you authorise QEnergy to provide all necessary information to the retailer of last resort for your transfer and implementation of electricity supply. You authorise QEnergy to undertake this transfer and to do anything else necessary to implement and arrange your supply by the retailer of last resort.

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- 9.2. You must pay QEnergy for any costs and charges pertaining to the transfer as well as for the electricity supplied, but only where this is agreed between QEnergy and the retailer of last resort and notified to you in writing or by way of email. You are not liable to make any payment to QEnergy if you have already made that payment to the retailer of last resort or if you enter into the contract directly with the retailer of last resort.

10. SERVICE STANDARDS

- 10.1. **Minimum service standards.** The reliability and quality of the supply of electricity will be determined under your customer connection services contract which will specify permitted interruptions and times in which interruptions will be remedied.
- 10.2. **Guaranteed customer service standards.** The customer hotline operates for the price of a local call (1300 698 992). This number operates to receive notice of and give information concerning any faults and difficulties with electrical works.
- 10.3. Customers may also call 1300 698 992 between 8am and 6pm on a business day to discuss bills or connection issues. This clause 10.3 complies with the requirements under the Applicable Laws to receive notice or to give information concerning customer bills.

11. COMMUNICATIONS AND NOTIFICATIONS

- 11.1. If you have any questions on anything relating to your electricity supply, or would like to talk to us about your experience with QEnergy, you can contact us by:
- phone on 1300 698 992
 - fax on 1300 887 162
 - post at PO Box 3043 South Brisbane Queensland 4101; or
 - email at service@qenergy.com.au.
- If you need the help of an interpreter service, please call 131 450. A copy of this Market Contract will be provided to you in accordance with the law.
- 11.2. **Notices.** QEnergy will generally send you information at your nominated email address which will be deemed to be received upon QEnergy receiving confirmation of delivery to your email address. Notices may also be sent to your premises address (and will be deemed to be received 2 business days after posting) or given to you by hand. We may also need to reach you by telephone. It is important that you let us know if there is any change to your contact details. You should also contact us if you have special supply needs to discuss the process of having your premises registered.
- 11.3. **Variation.** Subject to the laws in your state, or as stated in these Terms and Conditions, this Market Contract or any customer connection services contract QEnergy procures for you, may be varied in respect of one or more nominated premises:
- (a) by signed written agreement with you which may be in the form of an email exchange. To the extent that changes to some of the terms of this contract have been already identified and explicitly approved by you, then subject to any requirements of the Australian Consumer Law these changes will not be treated as variations to the agreement; and
 - (b) by written notice to you as required to comply with any applicable law;
 - (c) by notice to you of changes to the charges and fees in accordance with clause 3.4 of this Market Contract.
 - (d) by your oral consent upon entering into this agreement, you give explicit informed consent to this provision.

12. OTHER OBLIGATIONS

- 12.1. **Distribution service.** Your electricity network provider (distributor) is responsible for delivering electricity to your premises and for the quality and continuity of that supply and this will be set out in the customer connection service contract. If you have a problem with your network supply — either the service itself or work done that disrupts that service — QEnergy will help you to resolve that with your distributor as soon as reasonably practicable.
- 12.2. **Meter service.** Your meter provider is responsible for your metering equipment at each nominated premises although QEnergy may arrange changes to this equipment on your behalf at your request (in which case you agree to pay QEnergy for any costs associated with these changes in full).

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- 12.3. You are responsible for exercising reasonable care of metering equipment installed at your nominated premises, and not taking action that would interfere with the equipment or its ability to measure electricity.
- 12.4. **Confidentiality.** QEnergy commits to keeping any information about you in your Market Contract confidential. We will only disclose information that we have about you to the extent specifically required by law (such as to regulatory bodies or market institutions), or for the purposes of this agreement (such as in connection with any query or claim), or to any service providers QEnergy may use to operate this agreement.
- 12.5. **Privacy.** QEnergy may give information about you to a credit reporting agency or credit provider for the following purposes:
- (a) to use the information for the purposes permitted under the Privacy Act 1988 and credit reporting laws;
 - (b) to obtain a consumer credit report about you; or
 - (c) to allow the credit reporting agency to create or maintain a credit information file containing information about you.
- This information includes identity particulars, contact address, accounts that are overdue by more than 60 days and for which debt collection action has started, and the fact that QEnergy is a current credit provider to you. You agree to QEnergy obtaining a consumer credit report about you from a credit reporting agency for the purpose of collecting overdue payments on commercial credit, in accordance with the Privacy Act 1988.
- 12.6. **Energy efficiency.** If you request, we will provide you, free of charge, with information about efficient energy consumption. See <http://www.qenergy.com.au/Ways-To-Save> for advice on how to save electricity.
- 12.7. **Applicable Laws.** This Market Contract will be governed by the laws of the state in which your nominated premises is located. Both you and QEnergy must comply with all relevant requirements imposed by the electricity laws, regulations and codes of your State as well as standard industry practice. The Applicable Laws with which QEnergy and this Market Contract comply include:
- National Energy Retail Law, National Electricity Retail Rules and National Energy Retail Regulations as adopted in each state.
 - Queensland — Electricity Act 1994; Electricity Regulation 2006; Electricity Industry Code until it is superseded by National Energy Retail Law (Queensland) Act.
 - New South Wales — Electricity Supply Act 1995; Electricity Supply (General) Regulations 2001.
 - South Australia — Electricity Act 1996; Electricity (General) Regulations 1997; Energy Retail Code.
 - Victoria — Electricity Industry Act 2000.
- You can find a copy of this legislation on our website www.qenergy.com.au/Codes-And-Guidelines.
- 12.8. **Limitation of liability.** Except as required by law, we give no warranty or undertaking, and we make no representation to you about the condition or suitability of electricity sold under this Market Contract, or electricity quality, fitness for purpose or safety other than as set out in this Market Contract.
- 12.9. So far as the law allows, except as a result of our breach of contract or negligence or bad faith, QEnergy is not liable to you for any loss or damage you suffer as a result of total or partial failure to supply electricity to your premises, because of the electricity we sell to you under this Market Contract or because of a failure or defect in the electricity supply or its characteristics, or if the supply is not suitable for your purpose. As an energy retailer, QEnergy has no control over production, generation or distribution of energy. By supplying you with energy, QEnergy is arranging for supply or connection by your Distributor. Your Distributor will connect and physically deliver energy to your premises. QEnergy is not able to affect the quality or reliability of electricity supply. Further, weather conditions, accidents, emergencies, vandalism, system demand, and technical issues may affect the ability of your Distributor to physically deliver the energy to your premises from time to time.
- Any liability QEnergy may have to you under the Competition and Consumer Act 2001 for express or implied warranties or consumer guarantees is, to the extent permitted by law, in respect of supply of goods other than for domestic or household use is limited to providing equivalent energy supply to your nominated premises or paying the costs of replacing the energy supply or acquiring a similar energy supply for your premises.

MARKET CONTRACT TERMS AND CONDITIONS

Without limiting QEnergy's rights in other provisions of this agreement, you acknowledge that QEnergy or your distributor may disconnect, curtail, interrupt or reduce the energy sold to you under this agreement to the extent necessary if:

- (a) required by your Distributor;
- (b) required under this agreement or your energy plan;
- (c) in an emergency or for safety reasons;
- (d) for inspection, maintenance or testing;
- (e) at the request of a regulatory body or as required by law.

To the extent permitted at common law (including equity) and so far the National Energy Retail Rules allows, you indemnify QEnergy 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 but only to the extent that QEnergy would be able to recover at common law for breach of contract or negligence.

12.10. **Force Majeure.** A party must promptly notify the other party if any force majeure event occurs, and must take steps to remove, overcome or minimise the effects of that event. QEnergy is not liable to you where the interruption to supply was to carry out emergency works or in circumstances beyond QEnergy's control.

12.11. **Assignment.** You consent to QEnergy assigning the whole or any part of our interest in this Market Contract to anyone acquiring the assets of our business.

MARKET CONTRACT TERMS AND CONDITIONS

如果你需要口译员，请致电 **131 450** 联系翻译和口译服务署 (TIS National), 要求他们致电 130044 8535 联系 QEnergy。我们的工作时间是 9am – 5pm.

*Si necesita intérprete, llame al Servicio de Traducción e Interpretación - Translating and Interpreting Service (TIS National) al **131 450** y pídale que llamen a QEnergy al 1300 448 535. Nuestro horario de atención es 9am – 5pm.*

Nếu cần thông ngôn viên, xin quý vị gọi cho Dịch Vụ Thông Phiên Dịch (TIS Toàn Quốc) qua số 131 450 và nhờ họ gọi cho QEnergy qua số 1300 448 535. Giờ làm việc của chúng tôi là 9am – 5pm.

*Αν χρειάζεστε διερμηνέα, παρακαλείστε να τηλεφωνήσετε στην Υπηρεσία Μετάφρασης και Διερμηνείας (Εθνική Υπηρεσία TIS) στο **131 450** και ζητήστε να τ η λ ε φ ω ν ή σ ο υ ν QEnergy στο 1300 448 535. Οι ώρες λειτουργίας μας είναι 9am – 5pm.*

131 450 (TIS National)

.9am- 5pm

.130044 8535

QEnergy