



# **Terms and Conditions for Market Retail Contracts**

**November 2018**

## About this contract

These Terms and Conditions, together with your Welcome Pack, form the Contract for the sale of energy to you at your premises. In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. This Contract is to ensure we understand what is expected of each other.

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

## About uPoint Energy

uPoint Energy is a union backed energy provider built to give union members the option of affordable energy with all profits going back to union members and the movement. uPoint Energy is 100% Australian owned and operated and strongly supports creating more local union jobs.

## The Parties

This contract is between uPoint Energy Pty Ltd (uPoint Energy Pty Ltd) and also referred to as “we”, “our” or “us”); and you, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

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

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

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

- You give your explicit informed consent that the payment due date will be 10 business days from the date we issue the bill;
- You give your explicit informed consent that you must pay your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us;
- You give your explicit informed consent that invoices, reminder notices and any other correspondence will be sent to you via your preferred delivery method, either electronically to an email address provided by you or via post. If we do not have a valid email or mailing address for you, we will send communication to your last known address and you will be recognised to have received them. You may need to pay a charge for us to mail bills.
- If you have agreed to a Bill Smoothing plan, you give your explicit informed consent to make payments on a monthly basis;
- You give your explicit informed consent that some of your bills may be based on estimated meter readings, if a smart meter is not installed at your premises;
- You give your explicit informed consent that if you have a basic meter, we will send you bills every three months and require fixed monthly payments of an amount to be agreed by us, and if you have a remotely-read meter we will send you bills each month;
- You give your explicit informed consent that if the distribution company in your area charges for

special services such as a disconnection, reconnection or special meter read, that you will pay these charges to us; You give your explicit informed consent that if you fail to pay for the energy you use, we will undertake collections and/or legal activity and that this may affect your credit rating;

- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to any Partner that referred you to us for the purposes of receiving marketing material, offers and promotions from that Partner; and
- You give your explicit informed consent for us to provide your personal information (including full name and contact details) to third parties that we may contract with in order to deliver you energy and the services under this contract.

## Term of this contract

This contract starts:

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

You authorise us to manage the transfer process from your current energy retailer to uPoint Energy.

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

## Cooling off period

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

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

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

## How this contract can be cancelled

We don't charge exit fees, so you are able to leave whenever you want. To cancel this contract please call us on 1300 365 205 or email us at [support@upointenergy.com.au](mailto:support@upointenergy.com.au). You must pay all amounts owing.

If you cancel after the cooling off period, you will remain responsible for payment to us of electricity charges for so long as we remain financially responsible for the supply of electricity to your premises unless another retailer takes over supply or another customer takes over responsibility for electricity charges at the same premises.

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

If you keep uPoint Energy as your retailer at your new address, your tariff may change, and we may need to charge you a disconnection and/or connection fee as required by your local distributor. We will not charge you an exit fee.

This contract may also be cancelled if:

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

Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

## Your general obligations

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

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

If a person living at your premises requires life support equipment, you must register the premises with us or your local network company. To register you will need to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at the premises. You must also tell us or your distributor if life support equipment is no longer required at the premises.

## Your tariff

The price you pay for your energy supply is as set out in the Basic Plan Information Document for your chosen product. In addition to the applicable prices, you may incur other fees. Most fees are outlined in the Basic Plan Information Document. Certain fees are charged by your distributor for additional services and these are detailed on our website, [upoint.com.au/energy](http://upoint.com.au/energy).

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

may vary the amounts we charge you.

You will be notified of tariff changes on your first bill after the tariff change is announced, or via your preferred delivery method no later than the date of your next bill to be impacted by the change, or otherwise as required by the relevant energy laws. All current tariffs are published on our website.

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

A change in your circumstances or energy usage could mean that you are no longer eligible for the tariff you are on. In this situation, we may transfer you to a different market offer tariff or to our Standing Offer tariff. This will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred, if you haven't told us about it.

If you breach the terms of this Contract, we may move you to a Standing Offer tariff 10 business days after notifying you of our intention to do so and if you haven't resolved the issue(s) by the time the 10 business days have passed.

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

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

## Bills

We'll send you a bill via your preferred delivery method as soon as possible after the end of each billing cycle.

In calculating your bill, we'll take into account:

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

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

If we send a bill based on an estimate, we'll make that clear on the bill. We will also adjust your bill on a retrospective basis once we have actual meter data.

If you don't have a 'smart' meter and your meter is due to be read only quarterly, we will agree with you a bill smoothing plan. This will mean you pay the same amount each month, and the amount will be based on your average expected monthly spend.

We will reconcile your payments with your usage when we receive meter data, which is likely to be either monthly or quarterly depending on the type of meter you have. When we do this, we'll tell you if there's an outstanding balance on your account. If there is, we'll ask you to make a one-off payment so that your account is up to date.

## Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this contract you give us your explicit informed consent that the due date will be 10 business days from the date we issue the bill.

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

Under this contract you give us your explicit informed consent that we will process payment in full for your bill or monthly instalment on the due date. If you're on a smooth pay arrangement and there is an outstanding amount at the quarterly true up (meaning the difference between the amount you have already paid and the amount payable with reference to your usage) then this outstanding amount will be deducted to bring your energy account up to date, using your Direct Debit or Debit Card details that we securely hold.

We may charge a fee as outlined in the Basic Plan Information Document and as permitted by the Rules for payments made by any other means, including by credit card and debit card, and for late payment.

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

You may also be eligible for assistance under our Hardship Policy, which can be found on our website, [upoint.com.au/energy](http://upoint.com.au/energy).

## Metering

Depending on your type of meter, we will use our best endeavours to read it either monthly or quarterly but at least once every 12 months, as a minimum. You must permit safe, convenient and unhindered access to your meter for meter reading, maintenance, and inspection.



If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months). If for some reason the meter couldn't be read for more than 12 months, we'll spread the undercharged amount over the following 12 months, as long as there was clear access to the meter during the period in which it should have been read.

The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

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

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

If you ask for your meter to be checked, we may require you to pay the cost your distributor charges for that service. This amount will be refunded to you if the meter is found to be faulty or incorrect.

If you have solar PV installed at your property or if you get it installed while a customer of uPoint Energy, it's important that you let us know. This is because we may need to change your meter or reconfigure your existing meter, network tariff or both in order for you to receive our solar feed in tariff for any energy you export to the grid. If you don't tell us it's possible that your local distribution company may provide estimated readings for your usage.

If you have a solar PV system installed and need a net meter installed and this is prior to us transferring your energy supply, the solar system will need to be turned off to enable us to complete your transfer. Once this is done, we will raise the request to install a solar net meter with our provider. Once the solar net meter is installed at the property, it is your responsibility to turn your solar PV system back on.

## Credit management

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

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

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

## Disconnection

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

- You ask us to disconnect the supply or you move out of the premises;
- You fail to pay your bill by the due date;
- You have not kept to an agreed payment or instalment plan;
- You fail to allow access to your meter for three consecutive meter readings;
- Electricity has been illegally or fraudulently used at the supply address; or
- We are otherwise entitled or required to do so under the Rules or by law.

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

We may charge you a disconnection fee as outlined in the fees schedule on our website, [upoint.com.au/energy](http://upoint.com.au/energy).

## Reconnection

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

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

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



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

## Notices and bills

Under this contract you give us your explicit informed consent to receive bills, notices and other communications via your preferred delivery method and/or via our website. We will never send credit card, debit card or bank account details by email.

You must notify us via email or phone if your email address changes.

A notice or bill sent under this contract is taken to have been received by you or us (as applicable) on the date of transmission if sent electronically or two business days after it is posted if sent via paper.

If you disagree with the calculations on your bill, you can ask that we review it in accordance with our Complaint and Dispute Handling Procedure. We will inform you of the outcome of the review as soon as reasonably possible. While the review takes place you still need to pay the portion of your bill that is not under review.

## Force Majeure

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

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

## Privacy

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

You consent to us using your personal information to provide a service to you under the terms of this contract. Personal information may be shared with our service providers, including your local distributor.

You consent to us providing your personal information to any Partner that referred you to us for the Partner's promotional and marketing purposes, including making offers.

You consent to us providing de-identified information to our Partners regarding usage and debt levels on an aggregate level. If you are the only customer that has been referred to us by a Partner, then that information will not be shared.

By entering into this contract, you agree that we may exchange your personal information with other credit providers under the Privacy Act 1998 for the purpose of assessing an application by you for credit; notifying other credit providers of a default by you; exchanging information with other credit providers as to the status of this credit where you are in default with other credit profiles; or to assess your credit worthiness.

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

## Complaints and Dispute Management

We strive to deliver good service. However, if you have any query, complaint or dispute (related to your bill or otherwise) please call us on 1300 365 205 or email us at [support@upointenergy.com.au](mailto:support@upointenergy.com.au).

We must handle any complaint you have in accordance with our Complaint and Dispute Handling Procedure, which can be found on our website, or provided to you on request.

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

Energy and Water Ombudsman NSW  
Reply Paid 86550, Sydney South NSW 1234  
1800 246 545  
[complaints@ewon.com.au](mailto:complaints@ewon.com.au)

Energy and Water Ombudsman Queensland  
PO Box 3640 South Brisbane BC Qld 4101  
[complaints@ewoq.com.au](mailto:complaints@ewoq.com.au)  
1800 662 837

Energy and Water Ombudsman SA  
GPO Box 2947 Adelaide SA 5001  
1800 665 565

## Exclusions

Subject to the Rules:

- We are not liable to you for any loss or damage unless it arises out of breach of contract or negligence;
- We are not liable and make no representation to you on the reliability, quality or safety of your electricity supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this contract;
- You are responsible for investigating the suitability of our products before accepting them;
- We are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third-party products or services outside of this contract, and we are not liable for any resulting loss or damage; and

- You indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

### Changes to your contract

This contract may be amended in accordance with the procedures set out in the Rules. We will publish any changes to this contract on our website.

## Definitions

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

For a business (company) customer: a valid Australian Company Number or Australian Business Number.

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

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

**business day** means a day other than a Saturday or a Sunday and that is not a designated Public Holiday in your State.

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

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services.

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

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

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

**energy** means electricity.

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

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

**GST** has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth)).

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

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

**Partner** means a person, organisation or business that promoted uPoint Energy to you, as a result of which you provided uPoint Energy with your Personal Information, and may include a club or association that you are a member of.

**preferred delivery method** means the method (email or post) that you receive account and marketing communications, elected by you at sign up.

**public holiday** means a public holiday appointed under the Public Holidays Act 1993.

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

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

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

**Rules and Energy laws** mean the National Energy Retail Rules made under the National Energy Retail Law, **State and Territory laws** and rules relating to energy and the legal instruments made under those laws and Rules.

**security deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules

**standing offer** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.

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