



# Ampol Energy Market Retail Contract Terms and Conditions

Effective 05 September 2022

## **Our Details**

Ampol Energy (Retail) Pty Ltd ABN 21 652 913 347

Call us: 13 14 04

Write to us: GPO Box 4044, Sydney NSW 2001

Find out more: [ampolenergy.com.au](http://ampolenergy.com.au)



## Market Retail Contract Terms and Conditions

### 1. About this Agreement

This Agreement is a market retail contract between:

- (a) Ampol Energy (Retail) Pty Ltd (ABN 21 652 913 347), also referred to as 'us', 'our' or 'we'; and
- (b) you, as a customer.

This Agreement consists of these Market Retail Contract Terms and Conditions, Your Ampol Energy Plan Summary and the relevant Energy Plan that is described in Your Ampol Energy Plan Summary.

Your Energy Plan will specify whether you are buying electricity or gas, or gas and electricity, from us.

Under this Agreement we sell energy to you at the Premises. If we sell both gas and electricity at your Premises, then there are separate Agreements formed between us in relation to the sale of electricity and gas respectively.

This Agreement sets out your and our rights, obligations and responsibilities relating to the energy we sell to you. By entering into this Agreement, you agree to comply with it. Please read this Agreement carefully so you understand your rights and responsibilities.

Capitalised terms in this Agreement are defined in clause 33.

### 2. Application of this Agreement

#### 2.1 This Agreement applies to you if:

- (a) you are a Small Customer;
- (b) you give us your explicit informed consent to enter into this Agreement; and
- (c) you or your Premises, or both, as may be applicable, satisfy all Eligibility Criteria set out in the Energy Plan.

#### 2.2 You must tell us if you no longer satisfy the Eligibility Criteria or if any information you've given us is incorrect or has changed.

### 3. Important information

As a Retailer, we do not control or operate the distribution system and so we cannot control the safety, quality, frequency, pressure, reliability or continuity of energy supply to your Premises. Where we refer to supplying energy to you, this means we will arrange for your Distributor to supply energy to you.

### 4. When does this Agreement and sale of energy start?

- (a) This Agreement will start on the date when you enter into this Agreement by:
  - i. providing your acceptance online; or
  - ii. giving us your verbal acceptance over the telephone.
- (b) As soon as practicable after you enter into this Agreement, we will send a copy of this Agreement and any other documents we are required to give you under the Energy Laws (**Welcome Pack**).
- (c) We'll start to sell you energy once all of the following requirements are satisfied:
  - i. once your Cooling Off Period has expired, or before or during your Cooling Off Period if the Energy Laws permit us to start selling you energy in these circumstances, in which case we may choose to do so once all other requirements in this clause 4(c) are satisfied; and
  - ii. you have provided us with the information we request, including your contact details, address of your Premises and Acceptable Identification; and
  - iii. you have satisfied any credit assessment required by us prior to entry into this Agreement, subject to us complying with the Energy Laws; and
  - iv. you are a Small Customer and have met the Eligibility Criteria required, as set out in the Energy Plan; and
  - v. the requirements to enable the supply of energy to your Premises by your Distributor have been satisfied, such as your assigned NMI has been transferred to us; and
  - vi. if you transfer to us from a different Retailer, the transfer has been completed for the purposes of the Energy Laws and we have become the Financially Responsible Retailer for the sale of energy to your Premises.
- (d) The date when sale of energy to you under this Agreement commences will be notified to you in your first bill under this Agreement. This date may be later than the date that the Agreement commences.



## 5. Cooling Off Period

Even though you have accepted the terms of this Agreement, you can cancel this Agreement without penalty and for any reason during the Cooling Off Period (which is 10 Business Days after you receive the Welcome Pack from us) by informing us of your intention to withdraw from this Agreement:

- (a) verbally, by calling us on 13 14 04; or
- (b) in writing, by emailing us at customerservice@ampolenergy.com.au.

We'll keep a record of your withdrawal.

If you cancel this Agreement during the Cooling Off Period, this Agreement has no effect, and it will be as if it never started.

## 6. When does this Agreement end?

### 6.1 Your Energy Plan may be for a fixed or limited term

- (a) Some Energy Plans are ongoing – meaning they don't have an end date. If your Energy Plan is ongoing, that also means this Agreement is ongoing.
- (b) Other Energy Plans are for a limited or fixed term, which won't be less than 12 months. Your Energy Plan will specify if it is for a limited or fixed term, and if so the date on which it is due to end. If your Energy Plan is for a limited or fixed term, when your Energy Plan ends, so does this Agreement.
- (c) If your Energy Plan is for a limited or fixed term, then in accordance with Energy Laws we'll write to you no earlier than 40 Business Days and no less than 20 Business Days ahead of when it is due to end and let you know what your options are. This will include providing you with details of alternative Energy Plans you can choose to take up. If you don't take up a new Energy Plan with us but continue to take supply from us, the terms and conditions and prices for our Standard Retail Contract will apply.

### 6.2 You may end this Agreement

- (a) In addition to your right to cancel the Agreement during the Cooling Off Period you can end this Agreement at any time (including if your Energy Plan is for a limited or fixed term):
  - i. by switching to a different Retailer. If this occurs, then this Agreement will end on the date on which your new retailer becomes Financially Responsible for your Premises (this transfer process is commenced under the Energy Laws by your new Retailer);
  - ii. by requesting us to disconnect the energy supply at your Premises in accordance with clause 19, in which case, this Agreement will end 10 Business Days after you are disconnected unless you request to be reconnected during that period;

- iii. by entering into a new agreement with us in relation to the sale of the same type of energy (i.e. electricity or gas) covered by this Agreement to your Premises. In this case, this Agreement will end when the new agreement starts; or
- iv. in any other case, by telling us you want to end the Agreement, in which case this Agreement will end after we do a Final Meter Reading (which will be within 20 Business Days of you notifying us – subject to clause 6.6 below).

### 6.3 Vacating your Premises

- (a) If you are vacating your Premises, you must give us at least 3 Business Days' notice and advise us of the date you are vacating and your forwarding address for your final bill (unless you've already agreed to receiving bills via email, in which case we will send you the final bill via email).
- (b) If you give notice of your intention to vacate your Premises to us, this Agreement will end after we do a Final Meter Reading (which will be within 20 Business Days of you notifying us – subject to clause 6.6 below).
- (c) If you do not tell us that you are vacating your Premises you will remain responsible for any energy consumed at your Premises until whichever of the following happens first:
  - i. you give us notice that you have vacated, and we conduct a Final Meter Reading;
  - ii. the supply of energy to your Premises is disconnected; or
  - iii. we or another Retailer become Financially Responsible under another agreement for the same energy type covered by this Agreement with any other person at the Premises.
- (d) If you move out of the Premises and as a result the Premises are disconnected by the Distributor or the Metering Services Provider, or if we need to obtain a Special Meter Reading, you may need to pay a Special Meter Reading fee and other charges if applicable (such as a move-out fee) which will be passed through from your Distributor or Metering Service Provider, as explained in Your Ampol Energy Plan Summary.

### 6.4 We may end this Agreement

- (a) We may terminate this Agreement:
  - i. if you do not satisfy a credit assessment undertaken during the Cooling Off Period in accordance with Energy Laws – in which case the Agreement ends on the date we notify you of this outcome;



- ii. if we become aware that you are not a Small Customer (or are no longer a Small Customer) and we give you 10 Business Days' notice that we are terminating Agreement – in which case the Agreement ends on the date specified in our notice; or
- iii. if you no longer satisfy the Eligibility Criteria set out in your Energy Plan or if the information available to us or the assumptions on which the Agreement was based were incorrect or are no longer correct, and we give you 10 Business Days' notice that we are terminating Agreement – in which case this Agreement ends on the date specified in our notice. Note that in these circumstances instead of terminating the Agreement, we can instead vary the terms of the Agreement in accordance with clause 7.

- (b) Other than where your Energy Plan is for a limited or fixed term, we can also terminate this Agreement at any time by giving you 20 Business Days' notice, subject to any restrictions in this Agreement (including your Energy Plan) or the Energy Laws. If we do this, this Agreement will end on the date specified in the notice.

#### 6.5 Other situations where this Agreement may end

This Agreement will also end:

- (a) if we both agree to end it (in which case it ends on the date agreed);
- (b) if your Energy Plan has a limited or fixed term, in the circumstances described in clause 6.1;
- (c) in the circumstances described in clauses 7 and 8 below;
- (d) if your Premises are disconnected (other than upon your request under clause 6.2(a) ii. above) in accordance with the Energy Laws and you do not have a right to be reconnected – in which case this Agreement ends 10 Business Days after your Premises is disconnected in accordance with clause 19.

#### 6.6 Final Meter Reading

If you do not give us safe and unhindered access to your Premises to conduct a final Meter Reading (where relevant), this Agreement will not end until we have obtained a final Meter Reading.

#### 6.7 Purchasing energy after this Agreement ends

If you continue to take energy from us after this Agreement ends while we remain Financially Responsible for your Premises, but you have not entered into another Agreement with us for the purchase of energy, we will continue to sell you energy under the terms and conditions and prices of our Standard Retail Contract.

If we have terminated this Agreement because you are no longer a Small Customer and you have not entered a new Agreement with us or another Retailer before the Agreement ends, then we will continue selling energy to you after the Agreement ends in accordance with our standard terms, conditions and pricing that would usually apply to a customer with a similar energy consumption profile to yours.

#### 6.8 Effect of termination and outstanding bills

- (a) Termination of this Agreement does not affect any rights or obligations that have already accrued under this Agreement.
- (b) You must pay us all amounts owing as at the date when this Agreement ends.
- (c) If this Agreement for one energy type (either gas or electricity) ends for any reason, this does not automatically end the Agreement for another energy type.

### 7. Changes to this Agreement

#### 7.1 Changes with advanced notice

- (a) Changes to the Rates are governed by clause 9.
- (b) We can make changes to this Agreement (including making changes to your Energy Plan, such as changes to Benefits or the introduction of new Benefits), except where your Energy Plan says we won't make a particular change or where Energy Laws prohibit us from making the change.
- (c) Except for changes described in clause 7.2, we can change this Agreement by giving you at least 20 Business Days' notice before the change applies (unless Energy Laws require us to give you more notice for a particular change). We'll give you notice in writing or by sending you a link to details of the change on our website if Energy Laws permit us to do so. Whenever we make a change to these Market Retail Contract Terms and Conditions, the revised terms and conditions will be available on our website.
- (d) If you're not happy with any changes we make to this Agreement, you can terminate the Agreement by doing one of the things outlined at 6.2 above.

#### 7.2 Changes without prior notice

Unless otherwise required by the Energy Laws, we can change the terms of this Agreement without first telling you about the change where:

- (a) you've requested or agreed to the change;
- (b) to make an administrative or typographical change;
- (c) the change is beneficial to you; and/or



- (d) the change is required to comply with the Energy Laws, including where new requirements are introduced, even if those may be detrimental to you. If we reasonably consider changes may be detrimental to you, we will endeavor to provide you with prior notice. If prior notice of detrimental changes is not possible, we will notify you of the relevant change as soon as reasonably possible after the change is made.

## 8. Retailer of Last Resort Event

If we are unable to continue selling energy to you due to a Last Resort Event, then:

- (a) under the Energy Laws we must give information about you (including your name, billing address and metering identifier) to the entity that is appointed as the designated retailer for the Retailer of Last Resort;
- (b) this Agreement will automatically end on the date on which we can no longer sell energy to you; and
- (c) you will not be responsible for any cost incurred in connection with the transfer to the different Retailer.

## 9. Rates and Benefits

### 9.1 Responsibility to pay Rates

The Rates you must pay for energy are set out in this Agreement. You agree to pay us the Rates, and any other amounts owing under this Agreement.

### 9.2 Changes to Rates

- (a) Subject to the Energy Laws and any other terms of this Agreement (including your Energy Plan), we may change the amount, nature and structure of our Rates or introduce new Rates from time to time. Without limitation, where permitted by Energy Laws, your Rates we may change in the following circumstances:
  - i. if the nature of your energy usage changes. For example, we may vary the structure of your Energy Usage Charges from peak only charges to time of use charges;
  - ii. if different Rates are appropriate to your circumstances. For example, if you are a Residential Customer who chose a non-residential product plan;
  - iii. with the installation of a new meter at your Premises;
  - iv. if any of the information we used in determining the Rates for energy is incorrect or changes (for example, the supply area of your Premises); or
  - v. if your Distributor changes the distribution tariff applicable to your Premises.

- (b) If we change the amount, nature or structure of our Rates or introduce new Rates, we will let you know as soon as practicable in accordance with Energy Laws and otherwise no later than your next bill after the variation takes effect. We'll get your consent if we are required to do so. If permitted by Energy Laws, we may let you know about these changes by publishing a notice on our website and including a link to our website with your next bill after the change.
- (c) If any applicable Rates change during your billing cycle, we will calculate your next bill on a proportionate basis.

### 9.3 GST

- (a) Where GST applies, if the amounts payable by you to us in consideration for a supply under this Agreement are expressed to:
  - i. exclude GST, then the payment for that supply will be increased by an amount equal to the GST payable at the relevant time;
  - ii. include GST, then the GST inclusive price assumes a GST rate of 10%. If the rate of GST changes, the GST inclusive price will be adjusted to reflect that change.
- (b) If the amount payable by you or us is a reimbursement or indemnification of a cost, expense, loss or liability incurred in connection with this Agreement, the payment will be reduced by an amount of any available input tax credit.
- (c) Words or expressions used in this clause, which are defined in A New Tax System (Goods and Services Tax) Act 1999, have the same meaning.

## 10. Billing and payment

### 10.1 Your bills and billing frequency

- (a) We will issue your bills to the address nominated by you as part of the Agreement acceptance process. This may be an email address, if you have chosen to receive your bills via email and provided us with an email address during the Agreement acceptance process. If we are unable to contact you at your nominated address, we will send a copy of your bill to your Premises, and you will be deemed to have received it.
- (b) You must promptly notify us of any changes to your contact details, including your nominated billing address and email address.
- (c) If we sell both electricity and gas to you under this Agreement, we will send you separate bills for each energy type.
- (d) Your initial billing frequency is specified in your Energy Plan.



- (e) We may change your billing frequency with notice to you (under clause 7.1), provided the new billing period is no longer than the maximum period allowed under the Energy Laws. This may occur, for example, if a new meter is installed at your Premises.

## 10.2 Payment

- (a) You must pay the total amount shown on your bill by the Due Date specified in your bill, or make payments in accordance with the instalment plan or payment schedule agreed with us.
- (b) The approved payment methods will be set out in your bill.
- (c) If a payment you make is dishonoured, then if permitted by the Energy Laws we may charge you any costs we incur.

## 10.3 Basis of bills

- (a) We will ordinarily calculate your bill based on:
  - i. the amount of energy consumed at your Premises, based on a Meter Reading;
  - ii. the Rates for that energy consumption;
  - iii. any other amounts payable for services provided under this Agreement (for example a daily supply charge) or by your Distributor or Metering Service Provider; and
  - iv. any other amounts you owe the Agreement.
- (b) We may base your bill on an estimate of your consumption of energy, where:
  - i. your Meter cannot be read or metering data is not available (such that we cannot reasonably or reliably base a bill on an actual Meter Reading);
  - ii. where you consent; or
  - iii. where we are otherwise permitted to under Energy Laws.
- (c) If we estimate the amount of energy consumed at your Premises to calculate a bill, we will state on the bill it is based on an estimation and adjust a future bill for the difference between the estimate and the energy you actually used (following your next Meter Reading) in accordance with clause 12 below.
- (d) Where we have based your bill on an estimate you may request an adjusted bill based on your Customer Meter Read Estimate by providing us with your Customer Meter Read Estimate before the Due Date specified in the bill. We will promptly issue you with an adjusted bill based on your Customer Meter Read Estimate unless clause 10.3(e) below applies.
- (e) Subject to the Energy Laws, we may reject your Customer Meter Read Estimate with prompt notice to you if your Customer Meter Read Estimate:

- i. is received on or after the Due Date for payment of the bill; or
- ii. has not been completed in line with the guidance and requirements for a Customer Meter Read Estimate that we provide you.

## 10.4 Meter Readings

- (a) We will arrange for your meter to be read at least once every 12 months. If you have a Communications Enabled Meter, your reading will take place remotely.
- (b) If an attempt to read your meter is unsuccessful due to your act or omission and you subsequently request a Meter Reading, we will arrange for the Meter Reading but may charge you for any costs we incur in doing so, subject to Energy Laws.

## 11. Billing disputes

- (a) If you disagree with the amount billed to you, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedure. We will inform you of the outcome of the review as soon as reasonably possible, but in any event within time limits outlined in our standard complaints and dispute resolution procedure available on our website: [ampolenergy.com.au/complaints](http://ampolenergy.com.au/complaints).
- (b) If you request that, in reviewing the bill, we also check the Meter Reading or metering data or for a test of the meter, we will arrange for this to occur. Subject to Energy Laws, we may charge you for the cost of the check or test if it shows that the meter or metering data was not faulty or incorrect.
- (c) Even if your bill is being reviewed, you are still required to pay to us any other bills that are due for payment and the lesser of:
  - i. the portion of the bill under review that you and we agree is not in dispute; or
  - ii. an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute).
- (d) If the review shows that the bill is:
  - i. correct, then you will be required to pay the amount of the bill that is still outstanding; or
  - ii. incorrect, then we will adjust the amount charged in accordance with clause 12 below.
- (e) If you are not satisfied with our review, you may lodge a dispute with the Energy Ombudsman. Contact details for the Energy Ombudsman in each State or Territory are on our website: [ampolenergy.com.au/complaints](http://ampolenergy.com.au/complaints).



## 12. Adjustments to a bill

### 12.1 Undercharging

- (a) Where we have undercharged you, including if we have not issued you a bill, we may recover the undercharged amount from you.
- (b) Where we seek to recover an undercharged amount from you:
  - i. we will limit the amount that we seek to recover as required by the Energy Laws;
  - ii. we will not charge you interest on the undercharged amount;
  - iii. we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if the undercharging occurred over a period of less than 12 months), or otherwise over 12 months; and
  - iv. we will state the amount to be recovered as a separate item in a special bill or in the next bill, together with an explanation of that amount.

### 12.2 Overcharging

- (a) If we've overcharged you, you may recover the overcharged amount from us. No interest is payable on an amount we've overcharged.
- (b) If it's less than \$50 we'll credit that amount to your next bill, or if you've stopped buying energy from us, we'll do our best to pay the overcharged amount to you within 10 Business Days.
- (c) If it's \$50 or more, then we'll let you know within 10 Business Days of us becoming aware of the overcharge and you can make a reasonable request of how you want that amount to be repaid and we'll repay you as per your request. Otherwise, we'll credit it to your next bill, or if you've stopped buying energy from us (and you don't make a reasonable request as to how you'd like to be repaid) then we'll do our best to pay the overcharged amount to you within 10 Business Days.
- (d) The dollar threshold referred to in clauses 12.2(b) and 12.2(c) above may change from time to time depending on the amount determined by the Australian Energy Regulator.
- (e) If you were overcharged as a result of your unlawful act or omission, we may limit the amount we repay, credit or refund you to the amount you were overcharged in the 12 months before the error was discovered.

## 13. Access to historical billing and energy consumption information

You may request your historical billing data or electricity consumption information for your Premises for the previous 2 years with us, which we will generally provide to you free of charge unless we are permitted to charge you for this information under Energy Laws. We will let you know in advance if a charge applies.

## 14. Credit management

### 14.1 Payment difficulties

- (a) You must let us know, by telephone or in writing, if you are having trouble paying your bill by the Due Date or if you require payment assistance.
- (b) We will provide you with payment assistance as required under the Energy Laws. This may include giving you information about government and non-government rebates, concessions or relief schemes and the payment plans and instalment arrangements.
- (c) If you are a Residential Customer additional information on financial assistance that may be available to you can be found in our hardship policy on our website: [ampolenergy.com.au/energyassistance](http://ampolenergy.com.au/energyassistance).

### 14.2 Debt collection

- (a) If you are a Residential Customer and provided that you have complied with requirements in clause 14.1, we will not commence proceedings for a recovery of debt owing by you unless and until you stop adhering to the terms of a payment plan or other agreed payment arrangement.
- (b) Otherwise, subject to Energy Laws, 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 this Agreement, the Energy Laws, and any mandatory debt collection guidelines.
- (c) If debt collection proceedings commence, subject to Energy Laws, we may seek to recover from you any costs we incur in collecting your debt (including legal fees, or fees or commissions we pay to a debt collection agent).

### 14.3 Security deposits

In certain circumstances, when permitted by the Energy Laws we may require you to provide a security deposit. If we do so, we will comply with the relevant requirements of the Energy Laws including paying interest at the rate and on the terms required by Energy Laws.

Where it is permitted under the Energy Laws, we may use your security deposit and interest to offset any amounts you owe under this Agreement.



#### 14.4 Shortened collection cycle

- (a) We may place you on a shortened collection cycle with your agreement or as otherwise permitted, and in the manner prescribed, by the Energy Laws.
- (b) Before placing you on a shortened collection cycle without your agreement, we will give you notice that:
  - i. receiving a reminder or warning notice on two consecutive bills may result in you being placed on a shortened collection cycle;
  - ii. being placed on a shortened collection cycle means that you will not receive a reminder notice until you have paid 3 consecutive bills by the pay-by date on each bill;
  - iii. failure to make payment may result in arrangements being made for disconnection without a further reminder notice;
  - iv. alternative payment arrangements are available; and
  - v. you can contact us for more information on a specified telephone number.
- (c) Within 10 Business Days of placing you on a shortened collection cycle we will give you notice that:
  - i. you are on a shortened collection cycle; and
  - ii. you must pay 3 consecutive bills by the Due Date in order to be removed from the shortened collection cycle; and
  - iii. failure to make payment may result in arrangements being made for disconnection without a further reminder notice.
- (d) We will remove you from the shortened collection cycle as soon as practicable after you pay 3 consecutive bills in your billing cycle by their due dates unless you request that this not be done.

#### 15. Wrongful and illegal use of energy

You must not, and must take reasonable steps to ensure others do not:

- (a) illegally use energy supplied to your Premises;
- (b) take energy from us, another premises or the distribution system illegally or otherwise than in accordance with the Energy Laws and this Agreement;
- (c) interfere or allow interference with any energy equipment that is at your Premises, except as may be permitted by law;
- (d) use the energy supplied to your Premises or any energy equipment in a manner that:

- i. unreasonably interferes with the connection or supply of energy to another customer,
  - ii. causes damage or interference to any third party; or
- (e) allow energy purchased from us to be used otherwise than in accordance with this Agreement and the Energy Laws.

#### 16. Life support

- (a) You must advise us or your Distributor if a person residing or intending to reside at your Premises requires life support equipment. If you notify us, then we will notify the relevant Distributor. We will also register this on your account, including the date from which the life support equipment is required.
- (b) If your Premises are registered as requiring life support equipment, we will give you advice and information as required under the Energy Laws.
- (c) If we ask you, you must provide to us Medical Confirmation and other relevant prescribed information that we request. We will give you at least 50 Business Days to provide Medical Confirmation to us.
- (d) Subject to the requirements of the Energy Laws, your Premises may cease to be registered as having life support equipment if the Medical Confirmation is not provided to us or your Distributor.
- (e) If the life support equipment is no longer required, then you must inform us or your Distributor.

#### 17. Meter and Meter replacements

##### 17.1 Meter

- (a) You do not own the Meter at your Premises. The Meter may be owned by us, the Distributor, or the provider of metering services.
- (b) You must allow us or our representative safe, convenient, and unhindered access to your Premises for the purpose of reading your Meter and to maintain, inspect, test, repair, install, exchange, replace, alter or remove your Meter (subject to applicable Energy Laws). We or our representative will carry or wear official identification and show that identification to you on request.
- (c) In addition, it is your responsibility to:
  - i. keep your Meter clear of hazards and interference;
  - ii. not to tamper, or not to permit tampering, with any Meter or associated equipment at your Premises;





- iii. keep your Meter and any ancillary equipment and connections in good condition and repair; and
- iv. comply with any relevant requirements of the Distributor or the provider of metering services (if any).

## 17.2 We may replace your non-Communications Enabled Meter

- (a) We may replace your Meter (if it is not a Communications Enabled Meter) with a Communications Enabled Meter in the following circumstances:
  - i. if your Meter needs to be replaced (for example, where it is faulty or comes to the end of its regular use lifespan);
  - ii. if you request that we replace your Meter (including where you seek to install solar or other energy products that require a Communications Enabled Meter);
  - iii. any other circumstances where the Energy Laws permit us to do so.
- (b) If we sell you electricity, you consent to the existing electricity Meter at your Premises being replaced with a Communications Enabled Meter (to the extent you do not already have a Communications Enabled Meter), and you waive your right to opt out of having your electricity Meter replaced at your Premises.

## 18. Interruption

- (a) We use due care and skill whenever we provide you with a service. However, the nature of energy supply (including reliance on some systems that we don't own or control) means we can't promise the supply of energy will always work without interruptions or faults.
- (b) Your energy supply may be interrupted by us or your Distributor from time to time. These interruptions may be planned or unplanned. The Distributor is required to let you know when this occurs in accordance with Energy Laws.
- (c) To the extent permitted by law and subject to clause 22, you agree that we are not liable for an interruption of supply or disconnection of energy to your Premises by your Distributor.
- (d) You agree that we may arrange a temporary interruption to the supply of energy to your Premises to enable us to install, maintain, repair, or replace your Meter, as permitted by the Energy Laws. We will notify you of any such interruption as required by the Energy Laws, and obtain consent if required under Energy Laws. We will use our best endeavours to arrange to restore your energy supply as soon as possible.

## 19. Disconnection

- (a) Subject to the Energy Laws, we may disconnect the supply of energy at your Premises if:
  - i. you do not pay your energy bill by the Due Date or have not adhered to the terms of the payment plan that applies to you;
  - ii. you have failed to pay a security deposit that we are entitled to ask for in full,
  - iii. due to your acts or omissions we, the Distributor or the provider of metering services cannot safely access your Meter where access is required, including to read, test, inspect, maintain, repair, alter or replace the Meter or check the accuracy of energy consumption;
  - iv. there is illegal or fraudulent use of energy at your Premises, otherwise than in accordance with the Energy Laws;
  - v. we are otherwise entitled to (for example, if this Agreement ends) or required to do so under the Energy Laws.
- (b) Subject to other terms of this Agreement, you may request us to disconnect your Premises at any time and we will use our best endeavours to arrange for:
  - i. disconnection in accordance with your request;
  - ii. a Meter Reading; and
  - iii. if applicable, the preparation and issue of a final bill for your Premises.
- (c) We will comply with all requirements in the Energy Laws in connection with us disconnecting supply of energy at your Premises, including any notification requirements. In some circumstances, we are not required to provide advance notice prior to disconnection (for example, where there has been illegal or fraudulent use of energy at your Premises).
- (d) If we arrange to disconnect you, you may need to pay relevant fees (including disconnection fees) set out in Your Ampol Energy Plan Summary.

## 20. Reconnection

- (a) We will arrange for the reconnection of your Premises if, within 10 Business Days of your Premises being disconnected:
  - i. you ask us to arrange for reconnection of your Premises;
  - ii. you rectify the matter that led to the disconnection; and
  - iii. you pay any reconnection charge (if we are permitted to ask you to do so under Energy Laws).



- (b) If you don't meet the requirements in clause 20(a) within 10 Business Days of your Premises being disconnected, this Agreement will end.

## 21. If you do not own your Premises

If you do not own your Premises and are unable to fulfill an obligation in this Agreement, you will not be in breach of such obligation provided you have taken all reasonable steps to ensure that the owner or other person responsible for the Premises fulfils the obligation.

## 22. Compliance and Liability

### 22.1 Compliance with Energy Laws

In addition to the terms of this Agreement, we will comply with the Energy Laws in our dealings with you in relation to the subject matter of this Agreement.

### 22.2 Our liability

- (a) The Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, and other laws provide for certain conditions, consumer guarantees and rights which apply to Agreements with consumers (as defined in that legislation) that cannot be excluded or limited. Nothing in this Agreement excludes or limits the operation of these consumer guarantees and rights.
- (b) The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your Distributor), including at the direction of a relevant authority.
- (c) Unless we have breached the terms of this Agreement, acted in bad faith or negligently, Energy Laws exclude our liability for any loss or damage you suffer as a result of the total or partial failure of or defective supply of energy to your Premises, which includes any loss or damage you suffer as a result of the defective supply of energy.
- (d) Otherwise, to the extent permitted by law and subject to the consumer guarantees under the Australian Consumer Law, unless set out in this Agreement we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, and fitness for purpose or safety of anything provided under the Agreement.

- (e) So far as the law allows, any liability we have to you for breach of a condition, warranty, guarantee, right or representation applying to the Agreement that cannot be excluded but can be limited, will (at our option) be limited to providing you equivalent goods or services, or paying you the costs of acquiring goods or services which are equivalent, to those goods or services to which that breach relates.

### 22.3 Your liability

- (a) To the extent permitted by law, you indemnify us for any claims against us by any person (including your Distributor) for any injury, loss or damage caused, or contributed to, by your acts or omissions in connection with this Agreement or arising from the sale or supply of energy under this Agreement up to the amount which we would be able to recover from you at law for breach of contract or negligence by you in respect of this Agreement.
- (b) 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 to the Premises.

## 23. Force Majeure

- (a) If a Force Majeure event occurs, which prevents a party from performing an obligation under this Agreement, other than your obligation to pay for the energy supplied to your Premises, then that party will be excused during the time and to the extent that such performance is prevented, wholly or in part, by the Force Majeure event.
- (b) The affected party must:
  - i. give the other party prompt notice of the Force Majeure event, an estimate of its likely duration, of the obligations affected by it and the extent of its effect on those obligations and the steps taken to remove, overcome or minimise its effects; and
  - ii. use all reasonable diligence and employ all reasonable means to remove, overcome or minimise the effects of the Force Majeure event as quickly as possible.

## 24. General Notices

### 24.1 How we will send you notices

- (a) You agree that, where permitted by the Energy Laws, we will send a notice, or other communication or document to you by email. If we do not have your email address or we are unable to contact you by email, we may send the notice to your Premises via post.
- (b) You must promptly notify us of any change in your contact details.



- (c) You will be deemed to have received a notice if sent:
  - i. on the date of transmission (unless we receive notice that delivery did not occur or has been delayed) if sent by email or SMS;
  - ii. 2 Business Days after the date of us sending the notice if sent by post; or
  - iii. on the date we give it to you personally.

#### 24.2 How you can send us notices

Unless otherwise provided under this Agreement, you may send a notice to us by using one of the methods listed on our website: [ampolenergy.com.au/contactus](http://ampolenergy.com.au/contactus).

#### 25. Complaints

- (a) The feedback we receive from you is as at the heart of the improvements we make to our service delivery. If you have a query, complaint, or dispute, please call us on 13 14 04 or email us at [complaints@ampolenergy.com.au](mailto:complaints@ampolenergy.com.au).
- (b) We will handle your complaint in accordance with our standard complaints and dispute resolution procedures, which can be found on our website at [ampolenergy.com.au/complaints](http://ampolenergy.com.au/complaints) or provided to you on request. We will investigate your complaint and inform you of the outcome. If you are not satisfied with our response to your complaint, you have the right to refer the complaint or dispute to the relevant Energy Ombudsman. Contact details for the Energy Ombudsman in each State or Territory are also on our website at [ampolenergy.com.au/complaints](http://ampolenergy.com.au/complaints).

#### 26. Privacy and Credit Assessments

- (a) We respect your privacy and are committed to providing you with a clear understanding of how we use your personal information.
- (b) You acknowledge and agree that we will collect, use, and store your personal information, in accordance with our Privacy and Credit Reporting Policy, which is accessible at [ampol.com.au/privacy-and-reporting-policy](http://ampol.com.au/privacy-and-reporting-policy). From time to time we may update our Privacy and Credit Reporting Policy. If we do, we'll post the updated version on our website.
- (c) We may undertake a credit check or credit assessment from time to time using the personal information obtained from you, this Agreement or the relevant credit reporting bureau. We may also disclose your personal information to other entities within Ampol Group and to other third parties, as noted in our Privacy Policy.

#### 27. Marketing

- (a) We may, from time to time, let you know about other products and offers, including about those offered by other entities within Ampol Group and our trusted partners, even after the Agreement ends. We'll do this in accordance with our Privacy and Credit Reporting Policy.
- (b) If you'd like to stop receiving marketing about other products and offers, please contact us on the details set out in the 'How to Contact Us?' section of our Privacy Policy.

#### 28. Faults and emergencies

If you experience any type of energy failure or emergency, you can call the faults and emergencies number on your bill.

#### 29. Inconsistency

If a term or condition of this Agreement is inconsistent with any mandatory Energy Laws, then:

- (a) that term or condition is rendered void, and the rest of the Agreement will not be affected; and
- (b) to the extent that the matter dealt with by the void term or condition is addressed by a requirement in the Energy Laws, that requirement will be incorporated into this Agreement, in whole or in part, as required.

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

#### 30. Transfer, novation or assignment

- (a) You agree that, to the extent we are not prevented by the Energy Laws from doing so, we may:
  - i. assign, transfer, novate or otherwise deal with this Agreement, any part of this Agreement, any of our rights, receivables or interests in connection with this Agreement or any related assets to any third party; and
  - ii. transfer you as a customer to any third party. We'll let you know if we novate this Agreement or transfer you as a customer.
- (b) You may not assign, novate, transfer or otherwise dispose of all or part of your rights and obligations under this Agreement without our prior written consent.
- (c) We may do anything permitted under Energy Laws that is necessary or desirable to give effect to this clause, and you agree to do anything we reasonably request to effect anything we're permitted to do under this clause.



### 31. Relevant law

The law applicable to this Agreement is the law of the State or Territory where your Premises are located. Each party submits to the non-exclusive jurisdiction of the courts in that State or Territory.

### 32. Commissions

We may pay commissions or other payments or benefits to third parties as a result of introducing you to us or otherwise in connection with this Agreement, for example, where we have used the services of a third party to assist us with connecting, reconnecting and disconnecting your energy supply.

### 33. Definitions

In this Agreement, the following meanings apply:

**Acceptable Identification** means, in relation to a Residential Customer, one or more of the following: a driver's licence, a current passport or other form of photographic identification, a Pensioner Concession Card or other current entitlement card issued by the Commonwealth or a birth certificate. If a Small Business Customer is a partnership, each of the partners may need to be identified. If a Small Business Customer is a company, Acceptable Identification includes the Australian Company Number or the Australian Business Number.

**AEMO** means the Australia Energy Market Operator.

**Ampol, us, our, ours and we** means Ampol Energy (Retail) Pty Ltd (ABN 21 652 913 347).

**Ampol Group** means Ampol and the related bodies corporate of Ampol, as this term is defined in the Corporations Act 2001 (Cth).

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Benefit** means any benefit set out in the Agreement (including in your Energy Plan that is described in Your Ampol Energy Plan Summary), and as changed from time to time.

**Business Day** means a day other than a Saturday, Sunday or public holiday in the State or Territory in which your Premises are located.

**Cooling Off Period** means a 10 Business Day period, which commences on the day you receive this Agreement and all other information we must give you under the Energy Laws.

**Communications Enabled Meter** means a meter which records energy consumption at pre-determined intervals and can be read remotely (also known as a smart meter).

**Customer Meter Read Estimate** means a Meter Reading performed by you.

**Distributor** means the organisation which owns and operates the network of poles and wires through which electricity is provided and/or the gas infrastructure through which your gas is supplied to your Premises.

**Due Date** means the date by which you must pay the amount owing to us.

**Eligibility Criteria** means the eligibility criteria set out in your Energy Plan (if any).

**Energy Laws** means all relevant legislation, regulations, codes, guidelines, procedures, orders in council, licences, proclamations, directions or standards applicable to supply and sale of gas and electricity in the State or Territory where your Premises are located.

**Energy Ombudsman** means the relevant State or Territory ombudsman, contact details of which are available on our website at [ampolenergy.com.au/complaints](http://ampolenergy.com.au/complaints).

**Energy Plan** means the energy plan that is described in Your Ampol Energy Plan Summary, which forms part of this Agreement and sets out additional terms on which we sell the energy to you, such as, among other things, Eligibility Criteria, applicable Rates and benefits.

**Energy Usage Charges** means charges based on the amount of energy you use.

**Financially Responsible** in relation to a Retailer means the person responsible under the Energy Laws for invoicing and collecting money, paying networks and markets for access or usage and settlement in respect of energy sold to a Premises.

**Force Majeure** means an extraordinary event outside the reasonable control of you or us which would result in you or us being unable to comply with a term or condition of this Agreement.

**Last Resort Event** means an event that triggers the operation of the Retailer of Last Resort scheme under the Energy Laws, which usually occurs due to a Retailer no longer being able to sell energy as a result of the suspension or revocation of their (a) retail licence; or (b) right to acquire energy from an energy wholesale market.

**Market Retail Contract Terms and Conditions** means these terms and conditions (including any variations to these terms and conditions).

**Medical Confirmation** means certification from a registered medical practitioner of the requirement for life support equipment at your Premises.



**Meter** means an instrument that measures the quantity of energy passing through it and includes associated equipment attached to the instrument, including any recording and display equipment and communications interface, to control or regulate the flow of energy.

**Meter Reading** means a physical inspection of a Meter performed by us or our representative, or remote receipt of processed data from a Communications Enabled Meter, which indicates at a point in time the quantity of energy that has passed through the Meter.

**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 this Agreement.

**NMI** means the national meter identifier found on the Meter at your Premises.

**Premises** means the address at which you have agreed to buy energy as provided to us as part of the acceptance of this Agreement identified in the Details Page.

**Rates** means all charges, tariffs, fees and other amounts set out in the Agreement (including in your Energy Plan that is described in Your Ampol Energy Plan Summary) and your Energy Fact Sheet (Victoria) or BPID (NSW, Queensland and SA).

**Residential Customer** means a customer who purchases energy principally for personal, household or domestic use at the relevant Premises.

**Retailer** means an organisation that is authorised to sell energy to customers under the Energy Laws in the State or Territory in which your Premises are located.

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

**Small Business Customer** means a Small Customer who is not a Residential Customer who consumes energy at business premises below the upper consumption threshold as defined under the Energy Laws.

**Small Customer** means a small customer as defined under the Energy Laws from time to time, and includes Residential Customers and Small Business Customers.

**Special Meter Reading** means a Meter Reading obtained at a time other than the time of a Scheduled Meter Reading.

**Standard Retail Contract** means a standard contract for the sale and supply of energy, required to be offered to you by us under the Energy Laws.

**Taxes** means any taxes (including GST), duties, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell energy and other goods and services to you.

**Welcome Pack** means the materials sent to you after the Acceptance Date, that will contain at a minimum all of the information we must give you under the Energy Laws in order for the Cooling Off Period to start.

**You and Your** means the person who has accepted (or has been deemed to have accepted) this Agreement, as amended from time to time.

**Your Ampol Energy Plan Summary** means the document (including any variations to that document) forming part of this Agreement which sets out details personal to you (among other things, your electricity account number, Premises address and meter identifier), details of your Energy Plan and Rates payable by you.

## 34. Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) any reference to the singular includes the plural and vice versa;
- (c) if the customer consists of more than one person, each person is jointly and severally bound;
- (d) a customer which is a trustee is bound both personally and in its capacity as a trustee;
- (e) any reference to a customer includes the customer's executors, administrators, successors and permitted assigns;
- (f) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (g) all calculations of dates and time periods under this Agreement will be by reference to the date and local time in the State or Territory where the Premises are located, and not, unless expressly provided for otherwise, the date and local time at the actual place in the world at which the relevant event in fact occurs;
- (h) any reference to a statute, regulation or provision of a statute or regulation (Statutory Provision) includes:
  - i. that Statutory Provision as amended or re-enacted; a statute, regulation or provision enacted in replacement of that Statutory Provision;
  - ii. and another regulation or other statutory instrument made or issued under that Statutory Provision.

