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**STANDARD RETAIL  
AGREEMENT**

Effective from August 2024

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## PREAMBLE

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract that starts without you having to sign a document agreeing to these terms and conditions.

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. For example, the National Energy Retail Law and the National Energy Retail Rules ('the Rules') set out specific rights and obligations about energy marketing, payment methods and arrangements for customers experiencing payment difficulties or family violence.

- Note for Victorian customers: For Victorian customers, until the National Energy Retail Law and the National Energy Retail Rules are adopted in Victoria (referred to as 'NECF implementation in Victoria'), the energy laws applicable in Victoria are the Electricity Industry Act 2000, the Gas Industry Act 2001 and the Energy Retail Code made by the Essential Services Commission. For customers in Victoria, prior to NECF implementation in Victoria all references to the National Energy Retail Law and Rules in this contract should be read as references to the Energy Retail Code unless stated otherwise.

- Standing offers for electricity in Victoria are required to comply with the prices set by the Essential Services Commission and known as the Victorian Default Offer.
- Standing offers for electricity in New South Wales, Queensland and South Australia are required to comply with the prices set by the Australian Energy Regulator and known as Default Market Offer.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

- Note for Victorian customers: There are no new gas customer connection contracts in Victoria.

More information about this contract and other matters is on our [www.covau.com.au](http://www.covau.com.au)

## PART 1:

### 1. THE PARTIES

This contract is between:

CovaU Pty Ltd (ABN 54 090 117 730) who sells energy to you at your premises (in this contract 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").

### 2. DEFINITIONS AND INTERPRETATION

(a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the Rules. However for ease of reference, a simplified explanation of some terms is given at the end of this contract.

(b) Where the simplified explanations given at the end of this contract differ from the definitions in the National Energy Retail Law and the Rules, the definitions in the National Energy Retail Law and the Rules prevail.

### 3 DO THESE TERMS AND CONDITIONS APPLY TO YOU?

#### 3.1 These are our terms and conditions

This contract sets out the terms and conditions for a standard retail contract for a small customer under the National Energy Retail Law and the Rules.

3.2 Application of these terms and conditions These terms and conditions apply to you if:

- (a) you are a residential customer; or
- (b) you are a business customer who is a small customer; and
- (c) you request us to sell energy to you at your premises; and
- (d) you are not being sold energy for the premises under a market retail contract.

#### 3.3 Electricity or gas

Standard retail contracts apply to electricity and gas, but some terms may be expressed to apply only to one or the other. If we are your retailer for both electricity and gas, you have a separate contract with us for each of them.

### 4 WHAT IS THE TERM OF THIS CONTRACT?

#### 4.1 When does this contract start?

This contract starts on the date you satisfy any pre-conditions set out in the National Energy Retail Law and the Rules, including giving us acceptable identification and your contact details for billing purposes.

4.2 For New South Wales, Queensland and South Australian customers:  
When does this contract end?

- (a) This contract ends:
- (i) if you give us a notice stating you wish to end the contract—subject to paragraph (b), on a date advised by us of which we will give you at least 5 but no more than 20 business days' notice; or
  - (ii) if you are no longer a small customer:
    - (A) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 business days' notice; or
    - (B) if you have not told us of a change in the use of your energy—from the time of the change in use; or
  - (iii) if we both agree to a date to end the contract—on the date that is agreed; or
  - (iv) if you start to buy energy for the premises from us from a market retail contract or from a different retailer under a customer retail contract -- on the date the market retail contract starts; or
  - (v) if a different customer starts to buy energy for the premises—on the date that customer's contract starts; or
  - (vi) if the premises are disconnected and you have not met the requirements in the Rules for reconnection -- 10 business days from the date of disconnection.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) 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.

#### 4.3 Vacating your premises

- (a) If you are vacating your premises, you must provide your forwarding address to us for your final bill in addition to a notice under clause 4.2(a)(i) of this contract.
- (b) When we receive the notice, we must use our best endeavours to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends in accordance with clause 4.2 of this contract.

### 5 SCOPE OF THIS CONTRACT

#### 5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws, including where we sell you electricity, the provision, installation and maintenance of your meter
- (b) In return, you agree:
- (i) to be responsible for charges for energy supplied to the premises until this contract ends under clause 4.2 even if you vacate the premises earlier; and
  - (ii) to pay the amounts billed by us under this contract; and
  - (iii) to meet your obligations under this contract and the energy laws.

#### 5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract.

• Note for Victorian customers: There are no new gas customer connection contracts in Victoria.

### 6 YOUR GENERAL OBLIGATIONS

#### 6.1 Full information

You must supply the following at our request:

- (i) Acceptable Identification;
- (ii) your contact details;
- (iii) If appropriate, the property owner's or rental agent's contact information;
- (iv) consent to the collection and use of your credit history;
- (v) details on gaining safe access to the Meter or other equipment at the Supply Address
- (vi) Details about your eligibility for any concessions.

You must give us any information we reasonably require for the purposes of this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

#### 6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address changes or if your use of energy changes (for example, if you start

running a business at the premises). Or if you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at the premises.)

### 6.3 Life support equipment

(a) If a person living at your premises requires life support equipment, you must:

- (i) register the premises with us or your distributor; and
- (ii) provide medical confirmation for the premises.

(b) Subject to satisfying the requirements in the Rules, your premises may cease to be registered as having life support equipment if medical confirmation is not provided to us or your distributor.

(c) You must tell us or your distributor if the life support equipment is no longer required at the premises.

(d) If you tell us that a person living or intending to live at your premises requires life support equipment, we must give you:

- (i) at least 50 business days to provide medical confirmation for the premises;
- (ii) general advice that there may be a distributor planned interruption or unplanned interruption to the supply of energy to the premises;
- (iii) at least 4 business days' notice in writing of any retailer planned interruption to the supply of electricity to the premises unless we have obtained your explicit consent to the interruption occurring on a specified date;
- (iv) information to assist you to prepare a plan of action in case of an unplanned interruption; and
- (v) emergency telephone contact numbers.

### 6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

## 7 OUR LIABILITY

(a) 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.

(b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.

(c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

• Note for Victorian customers: Prior to NECF implementation in Victoria, the reference to the NERL in clause 7(c) is a reference to, in the case of electricity, s.120 of the National Electricity Law as set out in the Schedule to the National Electricity (South Australia) Act 1996 or, in the case of gas, to s.232 of the Gas Industry Act or s.33 of the Gas Safety Act 1997.

## 8 PRICE FOR ENERGY AND OTHER SERVICES

### 8.1 What are our Tariffs and charges?

(a) Our Tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.

(b) Different Tariffs and charges may apply to you depending on your circumstances. The conditions for each Tariff and charge are set out in our standing offer prices.

Note: We do not impose any charges for the termination of this contract.

### 8.2 Changes to Tariffs and charges

(a) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts.

(a1) We will also:

- (i) notify you at least five business days before the variation in the Tariffs and charges are to apply to you; and
- (ii) deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill.

(a2) The notice must:

- (i) specify that your Tariffs and charges are being varied;
- (ii) specify the date on which the variation will come into Effect;

- (iii) identify your existing Tariffs and charges inclusive of GST;
- (iv) identify your Tariffs and charges as varied inclusive of GST;
  - (i) specify that the Tariffs and charges identified in paragraphs (a2)(iii) and (iv) are inclusive of GST; and
  - (ii) specify that you can request historical billing data and, if you are being sold electricity, energy consumption data, from us.

(a3) Despite clause 8.2 of this contract, we are not required to provide a notice under paragraph (a1):

- (i) where you have entered into a standard retail contract with us within 10 business days before the date on which the variation referred to in clause 8.2(a) is to take effect, and we have informed you of such variation;
- (ii) where your standing offer prices are regulated, or are otherwise set by legislation, a government agency or regulatory authority;
- (iii) where the variations to the Tariffs and charges are a direct result of a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or
- (iv) where the variations to the Tariffs and charges are a direct result of a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

(a4) Despite paragraph (a1)(i), we will provide you with the notice under paragraph (a1) as soon as practicable, and in any event no later than your next bill, where the variations to your Tariffs and charges are a direct result of a Tariff reassignment by the distributor pursuant to clause 6B.A3.2 of the NER. For the purpose of providing a notice under this paragraph (a4), the reference to:

- (i) "are being varied" in paragraph (a2)(i) is taken to be "are being varied or have been varied (whichever is applicable)"; and
- (ii) "will come into effect" in paragraph (a2)(ii) is taken to be "will come into effect or has come into effect (whichever is applicable)".

(b) Our standing offer prices will not be varied more often than once every 6 months.

Note: We do not impose any changes for the termination of this contract.

(c) If we vary our standing offer prices, we will publish the variation in a newspaper and on our website at least 10 business days before it starts. We will also include details with your next bill if the variation affects you.

(d) Our standing offer prices will not be varied more often than once every 6 months.

### 8.3 Variation of Tariff due to change of use

If a change in your use of energy means you are no longer eligible for the particular Tariff you are on, we may transfer you to a new Tariff under our standing offer prices:

- (a) if you notify us there has been a change of use—from the date of notification; or
- (b) if you have not notified us of the change of use—retrospectively from the date the change of use occurred.

### 8.4 Variation of Tariff or type of Tariff on request

(a) If you think you satisfy the conditions applying to another Tariff or type of Tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that Tariff or type of Tariff can apply to you.

(b) If you meet the requirements for another Tariff or type of Tariff and request us to do so, we must:

- (i) transfer you to that other Tariff within 10 business days; or
- (ii) transfer you to that other type of Tariff from the date the meter is read or the type of meter is changed (if needed).

### 8.5 Changes to Tariffs or type of Tariff during a billing cycle

If a Tariff applying to you changes during a billing cycle, we will calculate your next bill on a proportionate basis.

### 8.6 GST

(a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.

(b) Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## 9 BILLING

### 9.1 General

We will send a bill to you as soon as possible after the end of each billing cycle. We will send the bill:

- (a) to you at the address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the address specified by you.

### 9.2 Calculating the bill

Bills we send to you ('your bills') will be calculated on:

- (a) the amount of energy consumed at your premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the

Code); and

(b) the amount of fees and charges for any other services provided under this contract during the billing cycle; and

(c) the charges payable for services provided by your distributor, including connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your distributor.

### 9.3 Estimating the energy usage

(a) We may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.

• Note for Victorian customers: In Victoria, a retailer must obtain a customer's 'explicit informed consent' to base the customer's bill on an estimation, unless the meter cannot be read or the metering data is not obtained.

(b) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:

(i) clearly state on the bill that it is based on an estimation and

(ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.

(c) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(d) If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments, over the same period of time during which the meter was not read (if less than 12 months), or otherwise over 12 months.

(e) If the meter has not been read due to your actions, and you request us to replace the estimated bill with a bill based on an actual reading of the meter, we will comply with your request but may charge you any cost we incur in doing so.

### 9.4 Your historical billing information

Apply to NSW, QLD & SA only:

Upon request, we must give you information about your billing history for the previous 2 years free of charge. However, we may charge you if you require information going back more than 2 years or we have already given you this information:

(a) 4 times in the previous 12 months, where this contract relates to electricity; or

(b) in the previous 12 months, where this contract relates to gas.

#### 9.4A Your electricity (only) consumption information

Upon request, we must give you information about your electricity consumption for up to 2 years free of charge. However, we may charge you if:

(a) we have already given you this information 4 times in the previous 12 months; or

(b) the information requested is different in manner or form to any minimum requirements we are required to meet; or

(c) the information is requested by a representative you have authorised to act on your behalf, and that request is part of a request the representative makes to us in relation to more than one customer.

### 9.5 Bill smoothing

We may, where you agree, arrange for you to pay your bills under a bill smoothing arrangement, which is based on a 12 monthly estimate of your energy consumption.

## 10 PAYING YOUR BILL

### 10.1 What you have to pay

You must pay to us the amount shown on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 business days from the date on which we issue your bill.

### 10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will be not less than 6 business days after we issue the notice.

### 10.3 Difficulties in paying

(a) If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options.

(b) If you are a residential customer and have told us that you have difficulty paying your bill, we must offer you the option of paying your bill under a payment plan. However, we are not obliged to do so if you have had 2 payment plans cancelled due to non-payment in the previous 12 months or have been convicted of an offence involving the illegal use of energy in the previous 2 years.

(c) Additional protections may be available to you under our Customer Hardship Policy and under the National Energy Retail Law and the Rules if you are a customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

(d) For Victorian customers:

If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about your entitlements as a Victorian energy

customer.

(e) Standard Retail Contract Terms and Conditions for Victoria

Note for Victorian customers: In Victoria, a retailer must comply with the payment difficulty framework, provided for in Part 6 of the Energy Retail Code of Practice which sets out minimum standards of assistance to which residential customers anticipating or facing payment difficulties are entitled, so that disconnection of a residential customer for not paying a bill is a measure of last resort.

#### 10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee, which is part of our standing offer prices published on our website. This clause does not apply where your premises is located in Victoria, or if you are an electricity customer and your premises is located in Queensland in the Energex Distribution Area.

#### 11 METERS

Apply to NSW, QLD & SA only:

(a) You must allow us and our authorised representatives safe and unhindered access to your premises for the purposes of (where relevant):

- (i) reading, testing, maintaining, inspecting or altering any metering installation at the premises; and
- (ii) calculating or measuring energy supplied or taken at the premises; and
- (iii) checking the accuracy of metered consumption at the premises; and (iv) replacing meters.

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

(c) If we or our representatives seek access to the premises under paragraph (a), we will:

- (i) comply with all relevant requirements under the energy laws; and
  - (ii) carry or wear official identification; and (iii) show the identification if requested.
- (d) If we propose to replace your electricity meter we must give you a notice with the right to elect not to have your meter replaced unless:
- (i) your meter is faulty or sample testing indicates it may become faulty; or
  - (ii) you have requested or agreed to the replacement of your meter.

#### 11A INTERRUPTION TO ELECTRICITY SUPPLY

11A.1 Retailer may arrange retailer planned interruptions (maintenance repair etc)

(a) We may arrange retailer planned interruptions to the supply of electricity to your premises where permitted under the energy laws for the purpose of the installation, maintenance, repair or replacement of an electricity meter.

(b) If your electricity supply will be affected by a retailer planned interruption arranged by us and clause 6.3(d)(iii) does not apply:

- (i) we may seek your explicit consent to the interruption occurring on a specified date; or
- (ii) we may seek your explicit consent to the interruption occurring on any day within a specified 5 business day range; or
- (iii) otherwise, we will give you at least 4 business days notice of the interruption by mail, letterbox drop, press advertisement or other appropriate means.

11A.2 Your right to information about planned interruptions

(a) If you request us to do so, we will use our best endeavours to explain a retailer planned interruption to the supply of electricity to the premises which was arranged by us.

(b) If you request an explanation be in writing we must, within 10 business days of receiving the request, give you either:

- (i) the written explanation; or
- (ii) an estimate of the time it will take to provide a more detailed explanation if a longer period is reasonably needed.

(c) For interruptions made by your distributor, we may refer you to your distributor to provide information.

Apply to VIC only:

(a) You must allow safe and unhindered access to your premises for the purposes of reading and maintaining the meters (where relevant).

(b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the metering rules and in any event at least once every 12 months.

#### 12 UNDERCHARGING AND OVERCHARGING

##### 12.1 Undercharging

(a) If we have undercharged you, we may recover the undercharged amount from you.

If we recover an undercharged amount from you:

- (i) we will not charge interest on the undercharged amount; and
- (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months),

or otherwise over 12 months.

(b) 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.

Apply to VIC customers only:

(b) The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

## 12.2 Overcharging

(a) Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.

(b) Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.

(c) If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.

(d) If you have been overcharged as a result of your own fault or unlawful act or omission we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

## 12.3 Reviewing your bill

(a) If you disagree with the amount you have been charged, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.

(b) If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of the check or test, if the check or test shows that the meter or metering data was not faulty or incorrect.

• Note for electricity customers in Victoria and Queensland: Customers in Victoria and Queensland are not required to pay for a meter check or test in advance.

(c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:

(i) the portion of the bill that you do not dispute; or

(ii) an amount equal to the average of your bills in the last 12 months.

## 13 SECURITY DEPOSITS

### 13.1 Security deposit

We may require that you provide a security deposit. The circumstances in which we can require a security deposit and the maximum amount of the security deposit are governed by the Rules.

### 13.2 Interest on security deposits

Where you have paid a security deposit, we must pay you interest on the security deposit at a rate and on terms required by the Rules.

### 13.3 Use of a security deposit

(a) We may use your security deposit, and any interest earned on the security deposit, to offset any amount you owe under this contract:

(i) if you fail to pay a bill and as a result we arrange for the disconnection of your premises; or

(ii) in relation to a final bill (i.e. a bill we issue when you vacate the premises or when you stop purchasing energy from us at your premises or when you request that your premises be disconnected).

(b) If we use your security deposit or any accrued interest to offset amounts owed to us, we will advise you within 10 business days.

### 13.4 Return of security deposit

(a) We must return your security deposit and any accrued interest in the following circumstances:

(i) if you complete 1 years' payment (in the case of residential customers) or 2 years' payment (in the case of business customers) by the pay-by dates on our initial bills; or

(ii) subject to clause 14.3 of this contract, you stop purchasing energy at the relevant premises under this contract.

(b) If you do not give us any reasonable instructions, we will credit the amount of the security deposit, together with any accrued interest, to your next bill.

## 14 DISCONNECTION OF SUPPLY

### 14.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Rules, we may arrange for the disconnection of your premises if:

(a) you do not pay your bill by the pay-by date and, if you are a residential customer, you:

(i) fail to comply with the terms of an agreed payment plan; or

(ii) do not agree to an offer to pay the bill by instalments, or having agreed, you fail to comply with the instalment arrangement;

- (b) you do not provide a security deposit we are entitled to require from you; or
  - (c) you do not give access to your premises to read a meter (where relevant) for 3 consecutive meter reads; or
  - (d) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the energy laws; or
  - (e) there has been illegal or fraudulent use of energy at your premises in breach of clause 16 of this contract; or
  - (f) we are otherwise entitled or required to do so under the Rules or by law.
- Note for Victorian customers: Paragraph (d) does not apply in Victoria.
  - You do not pay your bill by the pay-by date or, if you are a residential customer receiving assistance under Part 6 of the Energy Retail Code of Practice, you fail to make a payment or otherwise do not adhere to the terms of that assistance;

#### 14.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules and in relation to safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to your premises in addition to any warning notice. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue). For VIC customers

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an emergency or health and safety issue).

#### 14.3 When we must not arrange disconnection

(a) Subject to paragraph (b), your premises may not be disconnected during the following times ('the protected period'):

(i) on a business day before 8.00am or after 3.00pm; or

- Note for Victorian customers: The protected period for a residential customer in Victoria is before 8:00am or after 2:00pm. The protected period for a business customer in Victoria is before 8:00am or after 3:00pm.

(ii) on a Friday or the day before a public holiday; or

(iii) on a weekend or a public holiday; or

(iv) on the days between 20 December and 31 December (both inclusive) in any year; or

(v) if you are being disconnected under clause 14.1(a), during an extreme weather event.

- Note for Victorian customers: Paragraph (v) does not apply in Victoria.

(b) Your premises may be disconnected within the protected period:

(i) for reasons of health and safety; or

(ii) in an emergency; or

(iii) as directed by a relevant authority; or

(iv) if you are in breach of clause 6.5 of your customer connection contract which deals with interference with energy equipment; or

- Note for Victorian customers: Victorian customers may be disconnected if it is permitted under their connection contract or under the applicable energy laws.

(v) if you request us to arrange disconnection within the protected period; or

(vi) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect disconnection; or

(vii) where the premises are not occupied.

#### 15 RECONNECTION AFTER DISCONNECTION

(a) We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected:

(i) you ask us to arrange for reconnection of your premises; and

(ii) you rectify the matter that led to the disconnection; and

(iii) you pay any reconnection charge (if requested).

(b) We may terminate this contract 10 business days following disconnection if you do not meet the requirements in paragraph (a).

#### 16 WRONGFUL AND ILLEGAL USE OF ENERGY

##### 16.1 Use of energy

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

(a) illegally use energy supplied to your premises; or

(b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or

(c) 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; or
- (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

## 17 NOTICES AND BILLS

- (a) Notices and bills under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 2 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

## 18 PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website. If you have any questions, you can contact our privacy officer.

## 19 COMPLAINTS AND DISPUTE RESOLUTION

### 19.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures.

Note:

Our standard complaints and dispute resolution procedures are published on our website.

### 19.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedures and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman in your state.

## 20 FORCE MAJEURE

### 20.1 Effect of force majeure event

If either party to this contract cannot meet an obligation under this contract because of an event outside the control of that party ('a force majeure event'):

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the force majeure event for as long as the force majeure event continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

### 20.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

### 20.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

### 20.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 21 APPLICABLE LAW

The laws of your local jurisdiction which your premises is located govern this contract.

## 22 RETAILER OF LAST RESORT EVENT

If we are no longer entitled by law to sell energy to you due to a Retailer of Last Resort (RoLR) event occurring in relation to us, we are required under the National Energy Retail Law and the Rules to provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated

## 23 GENERAL

### 23.1 Our obligations

Some obligations placed on us under this contract may be carried out by another person. If an obligation is placed on us to do something under this contract, then:

(a) we are taken to have complied with the obligation if another person does it on our behalf; and

(b) if the obligation is not complied with, we are still liable to you for the failure to comply with this contract.

### 23.2 Amending this contract

(a) This contract may only be amended in accordance with the procedures set out in the National Energy Retail Law.

• Note for Victorian customers: For Victorian customers the procedures are set out in section 40A of the Electricity Industry Act and section 48 Gas Industry Act.

(b) We must publish any amendments to this contract on our website.

## SIMPLIFIED EXPLANATION OF TERMS

billing cycle means the regular recurrent period for which you receive a bill from us;

business day means a day other than a Saturday, a Sunday or a public holiday;

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;

• Note for Victorian customers: There are no new gas customer connection contracts in Victoria.

designated retailer means the financially responsible retailer for the premises (where you have an existing connection) or the local area retailer (where you do not have an existing connection) for your premises;

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

distributor means the person who operates the system that connects your premises to the distribution network;

• Note for Victorian customers: In Victoria, Electricity Industry Act means the Electricity Industry Act 2000.

*distributor planned interruption* means an interruption for:

(a) the planned maintenance, repair or augmentation of the transmission system; or

(b) the planned maintenance, repair or augmentation of the distribution system, including planned or routine maintenance of a meter (excluding a retailer planned interruption); or

(c) the installation of a new connection or a connection alteration;

emergency means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property;

energy means electricity or gas;

energy laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

• Note for Victorian customers: In Victoria Energy Retail Code means the Energy Retail Code of Practice Version 2 dated 1 October 2022 produced by the Essential Services Commission Victoria and as amended from time to time.

force majeure event means an event outside the control of a party;

• Note for Victorian customers: In Victoria, Gas Industry Act means the Gas Industry Act 2001.

• Note for Victorian customers: gas full commencement date means 1 July 2020.

gas retailer means a person who holds a retail licence under the Gas Industry Act; GST has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth));

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a customer, but does not include disconnection;

medical confirmation means certification from a registered medical practitioner of the requirement for life support equipment at your premises;

medical confirmation form means a written form issued by a retailer to enable the customer to provide medical confirmation to the retailer;

National Energy Retail Law means the Law of that name that is applied by each participating State and Territory;

relevant authority means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police;

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;

retailer planned interruption means an interruption that:

(a) is for the purposes of the installation, maintenance, repair or replacement of an electricity meter; and

(b) does not involve the distributor effecting the interruption; and

(c) is not an interruption which has been planned by your distributor.

RoLR event means an event that triggers the operation of the Retailer of Last Resort scheme under the National Energy Retail Law;

• Note for Victorian customers: In Victoria, the Retailer of Last Resort scheme is under the Electricity Industry Act or the Gas Industry Act.

Rules means the National Energy Retail Rules made under the National Energy Retail Law; security deposit means an amount of money paid to us as security against non-payment of a bill in accordance with the Rules; small customer means:

(a) a residential customer; or

(b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law;

• Note for Victorian customers In Victoria, a small customer is a 'domestic or small business customer' as defined in the Electricity Industry Act or the Gas Industry Act. standing offer prices 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.



## CUSTOMER CHARTER

### About CovaU Pty Ltd

Thank you for choosing CovaU.

What is simple about your energy bills? Not much at the moment, but here at CovaU we are changing things. At CovaU, our business is about making your life easier, ensuring that you get the services that you need at the prices you can afford and help when it's needed.

### This Customer Charter

This Customer Charter is a summary of your rights, obligations and entitlements under the applicable codes and regulations which apply in your state for energy supply to small customers; it also includes our rights and obligations to you and governing bodies as well as some information on how we can help you save more. It is a formal document that sets out information of our service to residential and small business customers.

We recommend you take a little time to read this charter and discover things that relate to you. This charter provides you with a summary of your rights and obligations and our products and services. This Customer Charter is only a summary document, to find out more please refer to the Governing Bodies and Regulations page for more information that is available for your state.

If you have any questions, just call our friendly customer service team on 1300 689 866

### Our Role in Supplying Your Energy

As an Energy Retailer we sell you the energy that is delivered to your Supply Address through a distribution network, and we are responsible for billing you for your energy use. Your distributor delivers the electricity and gas to your property, through the 'pipes, poles, and wires' outside your property. In some instances, this may be the same company.

As your energy retailer, we will use our best endeavours to work with your distributor to arrange for the delivery of energy to your property and to help resolve any quality or continuity of delivery issues that may occur.

Your energy Distributor(s) is responsible for:

- The operation of the energy distribution network;
- Connecting and delivering energy to your property;
- Any faults and emergencies (we will include their phone number on each bill);
- Maintenance of poles, pipes, meters, wires and any other equipment required for delivering energy to your property, up to the point of your meter.

The nature of energy means that the continuity and quality of supply can be affected by a number of factors beyond our control as a retailer. Your energy supply can be affected by weather, accidents, and the various requirements of generators, distributors, and regulatory authorities.

### Agreement with CovaU Agreements

Agreements

Your Agreement that you have with us is determined by whether you have entered into a standard (nonmarket) or retail market offer agreement with us.

An agreement is between you (a residential customer or business customer) and us (CovaU ABN 54 090 117 730) for the retail supply of energy (electricity, natural gas or both) to your premises. We agree to sell to you, and supply to your premises, energy and perform other obligations as set out in your agreement. In return, you agree to pay the amounts billed by us in your energy bill and to perform your other obligations as set out in your legally binding agreement between you and us.

CovaU offers electricity and gas services to residential and business customers. We have set out the types and summaries of the available agreements as follows: Standard (non-market) Agreement

Regulatory requirements in each state require us to offer or sell energy under a Standard (non-market) Agreement. A standard agreement will be based on the Standing Offer Tariffs applicable to your premises and the Standard terms and condition that we publish in our web site.

If you have entered into a standard agreement with us, your agreement is subject to our published standard pricing and terms and conditions both of which are available on website [www.covau.com.au](http://www.covau.com.au).

You will be also deemed to be taking electricity from us under the "New Occupant Supply Arrangement" (based on our applicable Standard Offer Tariff and our Standard terms and conditions) if you move into a property where we were the energy retailer immediately before you moved in and you haven't entered into an agreement with us or another retailer, your energy consumption will be governed by the "New Occupant Supply Arrangement" until such time that you enter into an agreement with us or another retailer.

Market Retail Agreement

You have entered into a Market Retail Agreement with us (unless your agreement is Standard Agreement) if you have accepted our CovaU Energy offer to enter into a Market Retail Agreement.

The terms, conditions, charges and period of your Market Retail Agreement will be as set out in that Market Retail Agreement, it will include your schedule and details relating to the specific plan you accepted.

Agreement Term

Before accepting an offer you should nominate the term of the agreement. You can choose if you would prefer a Fixed Term contract or a No Fixed Term Contract. This will be specified on your contract and pricing schedule. If you have selected a Fixed Term contract, then the term of the contract is for the duration of the fixed term unless terminated earlier in accordance with this contract.

Commencement of Agreement

If you are not an existing customer of CovaU, this agreement commences on the date you accept the terms of our offer either in writing or orally, once you have satisfied any relevant preconditions.

Our obligation to supply and sell you energy and your obligation to pay for the energy consumed at your premises is not binding until the supply start date, which is at the point your unique National Meter Identifier (NMI) and or your unique Delivery Point Identifier (DPI)/Meter Installation reference number (MIRN) number/s have been successfully transferred to CovaU. We consider that the agreement has commenced if your premises have a Standard Agreement with us unless you entered into our Market Retail Agreement or cancelled your Standard Agreement by giving notice to us.

If you are an existing customer of CovaU, this agreement commences on the date specified in your contract and your pricing schedule.

Cooling of period

If you have a Fixed Term contract, your Agreement is subject to 10 Business Day cooling of period with us. You can cancel your Agreement during the cooling of period at no cost to you; you must notify us within 10 Business Days of receiving your Terms and Conditions. You may call us to cancel your Agreement on 1300 689 866. You may also use the cancellation notice provided with the Agreement terms and conditions.

If you selected a No Fixed Term contract you can cancel at any time at no cost by providing us with 3 business days' notice.

Cancellation of Agreement

To cancel your Market Retail Agreement you must provide advance notice. If you wish to cancel a fixed term Agreement after the cooling period of has expired, but prior to the end of the Agreement term, early termination fees may apply; please check your contract for relevant fees.

You may cancel your Standard Agreement (without penalty) at any time by providing us with 3 business days' notice. Termination of Agreement

CovaU could disconnect your energy supply if you have not paid your bill by the specified due date and have not made alternative arrangements, such as a payment extension or instalment plan.

All disconnections are subject to rules in the regulatory requirements that are applicable in your state and will only occur after every attempt has been made to contact you to organise alternative arrangements for payment.

If no resolution is found after disconnection of energy our agreement may be terminated.

#### Variations of Agreement

We may vary our Market Retail Agreement Terms and Conditions at any time in the following circumstances:

- Required by Law
- Provides a benefit to you
- Has no impact on you

If we reasonably believe that the variation will have a minor detrimental impact on you we will provide you with notice as soon as possible and in any event no later than your next bill (unless a longer period is required under energy laws).

If the variation will have a larger detrimental impact on you, you may cancel your Market Retail Agreement without incurring any early termination fees. Variations to Standard or Standing Agreements will be made in accordance with the applicable Energy Laws.

#### Billing

##### How you receive your bills

You can select to have your bill emailed to any of your email accounts. You can select to have your bills posted to you through regular mail however there are small fees applicable for hard copy bills.

If you have a Standing Agreement, you can opt to have your bill posted to you at no charge.

##### Billing information

You will receive a bill on a monthly basis unless you have opted to a smoothpay arrangement in which case you will receive a bill after each scheduled meter read.

If your meters are read at a frequency other than monthly and you have not made a smoothpay arrangement then Interim Invoicing (monthly billing) will be applied. Interim Invoicing is based on your estimated annual consumption and network costs divided by 12 to provide you with an estimated monthly amount. An invoice will be sent to you each month for this amount with any under or overestimated amounts being applied to the next scheduled invoice directly after your meter read data is made available to us, this invoice will be considered to be an actual invoice.

Where automatic payments have been set up with Direct Debit or Credit Card, any balances owing will be debited automatically on the invoice due date."

You can opt to be on a smoothpay arrangement which allows you to make more frequent smaller payments over the year to reduce the impact of quarterly bills on household or business budgets. Similar to Interim Invoicing we will estimate your annual energy costs and divide the estimated total by the amount of instalments you would like to make, you can then nominate your preferred payment frequency and dates along with your nominated financial institution and we will deduct the estimated amount on your nominated date. These amounts are held in credit on your account and applied to the first available invoice after your meters have been read. Any remaining balances must be paid by the due date shown on the invoice and will be automatically debited from your nominated financial institution where direct debit or credit card payments options have been selected.

Unless you have requested that we do otherwise, actual invoices will generally be based on your actual meter reading, but in some circumstances (including where you do not provide safe and easy access to your meter) may be based on an estimated or substituted reading in accordance with Regulations.

You must pay the amount specified on your bill by each due date as indicated.

- The due date will be at least 13 Business Days from the date of the bill
- You can pay your bill using any of the payment methods listed on your bill
- If you have elected to make automatic instalment payments by direct debit or credit card and have completed the relevant authorisation form, then we will deduct the amount owing on each bill from your nominated account or charge your credit card on the due date
- If there are insufficient funds in your account or your credit card is declined, any related fees imposed on us are payable by you and may be included in a later Energy bill. You will not be eligible to avail the Pay on Time discount in such a situation

##### Reviewing Your Account

If you disagree with your bill, you can request a review. We will review your bill in

accordance with our complaints and dispute resolution procedures and we will inform you of the outcome of the review as soon as reasonably possible.

During the time we are reviewing your bill, you must pay, in addition to any other bills that are properly due, the lower of:

- That portion of your bill that is not under review
  - An amount equal to the average amount of your bills in the previous 12 months, excluding from the calculation the amount of the bill under review
- If we are reviewing your bill and you request that your meter or meter readings be checked, you must pay the special meter reading in advance (if the meter, or meter data proves to be faulty or incorrect we will refund you the special meter reading fee).

After reviewing your bill, if we are satisfied that your account is:

- Correct - you must pay the unpaid amount of that bill or ask us to arrange a special meter reading
- Incorrect - we will adjust your bill for any differences and refund any special meter read fees paid.

You may lodge a dispute with the Ombudsman after completion of our review if you are not satisfied with the decision of the review.

#### Historical Billing Information

At your request, we will provide you with your billing data for the previous two years if the data is available. This data will be sent to you as soon as possible, free of charge.

If you request billing data that is more than two years old, we will do our best to provide this if the data is available. We may impose a reasonable charge for providing the data.

#### Undercharging and Overcharging

In the event that we undercharge you, we are entitled to recover the amount undercharged. If the undercharge was caused by something we or your electricity distributor did, or failed to do, we will limit recovery to the amount undercharged in the previous 9 months (4 months in VIC for most circumstances). We will explain the reason for the undercharge to you and identify the amount in your next bill, or a special bill. Sometimes, restrictions on recovery do not apply. For instance, if we have undercharged you because of something you (or an occupier of your premises) have done or failed to do, if a fraudulent act has taken place, or electricity has not been consumed in accordance with electricity legislation.

If we become aware that you have been overcharged, we will inform you within 10 business days. If you have already paid that amount we will repay that amount as you reasonably direct us to, otherwise we will credit your next bill. If the amount is less than the overcharge threshold we will credit your next bill. If you are no longer a customer, we will do our best to repay the amount to you within 10 business days.

If the overcharging was not due to something we or your electricity distributor did, or failed to do, we will only credit or pay you the amount you were overcharged in the 12 months before the error was discovered.

#### Discounts, Concessions Rebates Pay on Time Discount

You may be eligible for a Pay on Time Discount, the amount of the applicable discount will be shown on your actual bill, along with the date that the bill must be paid in full by, in order for the discount to be applied.

Customers on Interim Invoicing must pay all Interim Invoice by the due date to remain eligible for their Pay on Time Discount which will be applied to their actual invoices only.

We will apply the Pay on Time Discount to the total dollar value of the usage component of the bill; however, we may deduct some concessions from your usage before discounts are applied. If you do not pay your account by the date specified on the bill, the Pay on Time Discount may not be applied. We may also reduce the Pay on Time Discount if you do not pay all your smoothpay instalment payments.

#### Guaranteed Discount

You may be eligible for a Guaranteed Discount which is a percentage discount applied to the usage charges will be shown on your actual bill. Depending on the plan and terms of your Market Retail Agreement, the discount may also apply to the daily supply charges.

#### Direct Debit Discount

If you are a Victorian Residential customer you may be entitled to a further discount if you have signed up for a market retail contract and have set up Direct Debit or Credit Card as an automatic payment method.

Direct Debit Discount is a percentage discount applied to the Usage Charges only for each invoice where valid direct debit or credit card payments have been provided as an automatic payment method for eligible customers only.

Note: Additional merchant fees may apply to credit card payments. Concessions & Government Sponsored Rebates

You may be eligible to receive a Government energy concession or rebate. If you are a Residential Customer, we will provide you with detailed information on

Concessions, upon request by you. We will automatically apply to your account any Concessions that you are eligible for, provided you have supplied us with the appropriate details of your eligibility for the Concession and you have agreed to share that information with the relevant State or Federal government agency.

#### Sign-Up Rebates

You may be eligible to receive a Sign-Up rebate, these rebates are offered by CovaU to eligible parties during the sign up process. If you are eligible for this rebate it will be applied to your first Actual Invoice that contains Usage Charges. A Sign Up rebate is once of credit that is applied to eligible customers at the discretion of CovaU. If you decide to cancel your account with CovaU prior to your first invoice you will no longer be eligible for a Sign Up rebate. Sign up rebates are not refundable or transferrable.

#### Pricing, Rates and Tariffs

The rates under your Market Retail Agreement are based on your meter type and are set out in the CovaU Energy Offer.

The rates under your Standard Agreement are based on the average maximum rate determined by the relevant regulator such as AER or state based regulators and set by your retailer. Tariff/Rates

Your rate (or tariff) is the price you pay for your energy supply and is set out in either your CovaU Energy Offer Summary (for a Market Retail Agreement) or our Standard offer (for a Standard Agreement). You are responsible for the consumption of energy at your supply address and for all associated fees and charges, including any additional retail charges (e.g. for special meter readings), distributor charges and for any other goods or services supplied to you. These charges are detailed on our website.

CovaU will normally initiate a special meter read if your next scheduled meter read falls more than 30 days after sign up as part of the process to switch your services to CovaU. If a special meter read is required any associated fees and charges are payable by you.

#### Changes of Prices, Rates and Tariffs

Our prices, rates and tariffs are subject to changes permitted under the Market Retail Agreement.

We reserve the right to change your Market Retail Offer rates from time to time and we will provide you with an advance notice of any changes to our prices, rates and tariffs, which will include a future date on which the change will take Effect, where required by Energy Laws.

Our Standard Offer rates may be varied once every 6 months and we will publish our standard prices on our website.

#### Payment Options

Flexible payment instalments to help you budget

Pay us a set monthly amount so you are always paying towards your energy consumption with no nasty surprises when your bill arrives. If you have a Retail Market Agreement with us you agree to pay regular instalment payments as a contribution to your bill.

Based on the information you provide us, we will calculate your estimated annual energy costs. These costs are then simple divided by the number of predicted instalment payments. This estimation will be regularly reviewed and adjusted accordingly; we will inform you of any necessary adjustments.

Payments can be made via direct debit, or credit card. Please note that we will bill you separately for electricity and gas.

Your credit card or nominated bank account will be debited according to the guidelines on the direct debit authorisation form on the date specified by you. Your bill will be generated after your meter has been read and will show the total amount of energy used, and the associated costs of your tariff, less any payments already received by direct debit, or credit card through smoothpay or interim invoicing arrangements. If there is an outstanding balance, you are required to pay it in full by the due date shown on the bill less any discounts that you are eligible for. Where automatic payments through Direct Debit or Credit Card have been set up, any balances owing on an invoice will be automatically debited from the nominated financial institution on the invoice due date.

Please note we do not pay any interest on instalment payments or credit balances.

#### Payment Methods

- Credit Card
- Direct Debit
- Electronic Funds Transfer
- Bpay
- Cheque

Payment defaults may attract an additional charge which will appear on your bill.

#### True Up

If we agree with your regular instalment payments, these instalments will be calculated based on an estimation of your energy usage. They will also be reviewed regularly to

ensure they remain in line with your ongoing energy charges. You will be given 30 days' notice of any changes to your instalment payment. You may object to a proposed change in your instalment amount if the proposed change varies by 20% or more than your current agreement. You must notify us within the 30 days' notice period of your objection or the proposed change will become Effective.

If you are on a Standard Agreement you can object to any proposed change of your instalment amount, you must inform us within the 30 days' notice period of your objection or the proposed change will become Effective.

#### Your Responsibilities Access to the meter

You must provide safe, convenient and unhindered access to your property and meter so that your meter can be read and for connection, disconnection and reconnection.

You agree to pay the reasonable costs we incur as a result of your failure to allow such access as well as for any site modifications (if required).

You must inform us of any changes affecting access to the meter as soon as practicable.

#### Estimated Reading

If safe and easy access to the meter(s) on your premises is not obtained or in certain other circumstances an estimated reading will be made, based on previous usage patterns, in accordance with the regulatory requirements and your agreement. If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage. However, if your bill is based on an estimate because you fail to give us access to your meter. In this case we may charge you an additional fee if you ask for a bill based on your actual usage.

#### Updating Your Contact Information

It is your responsibility to ensure that your contact information is kept up to date. We will, where permitted by Regulation, send a notice, consent document or other communication to you by e-mail.

#### Moving or vacating the premises

If you are moving or vacating the premises you must give us 3 Business Days' notice (5 business days in QLD or 10 electricity customer in certain rural areas) prior to the day you are planning to leave. We will need safe access to the meter/s to complete a final read.

You must also provide a forwarding address for your final bill under this Agreement. In the event that you provide no prior notification to us, you remain responsible for all energy consumed at the premises until such a time that:

1. You notify us that you no longer reside at the premises;
  2. A new occupant assumes responsibility by arranging a supply contract;
  3. Another retailer becomes financially responsible for the site
- Moving in – energy already connected, simply let us know at least 3 business day prior to the day you are moving in and we will arrange for an initial meter read to occur and any reconnections of supply that may be necessary. Connections are not done on a weekend, or public holiday. We will let you know of any applicable connection fees or any further information that we may need from you when you contact us.
  - Moving in – energy not connected, if your new supply address is not already connected to the distribution network we will work with your distributor to determine the availability of supply and to organise a new connection to your address. This can take some time to organise so please call us on 1300 689 866 as early as possible to organise this.
  - Moving out disconnections – final readings and disconnections are not done on a Friday before a public holiday, weekends or public holidays. You will also need to provide us with a forwarding address for your final invoice.

If you don't tell us that you're moving or you don't provide access to your meter, you'll need to pay us the charges and any other amounts payable under this agreement for the supply address until:

- we find out that you've moved and your meter has been read;
- you tell us you're moving and your meter is read;
- the energy supply is disconnected or transferred to another retailer; or
- the date you or someone else becomes responsible for the energy supply at the Supply Address under a new agreement with us.

## Credit Management

### Credit Check/Verification of Identity

In accepting our offer, you authorise us to carry out a credit check on you to establish your credit worthiness and to use your identification details to verify your identity. If we conduct a credit check and the results are not satisfactory to us, we may end this Agreement immediately by notifying you within the Cooling-Of Period. Alternatively, in the 14-day period immediately after the Cooling-Of period, we may give you a notice amending the terms of this Agreement by replacing the Tariffs, charges, and benefits specified in your CovaU Energy Offer with the Standing Offer prices.

### Credit Management Policy

Our credit management policies adhere to the applicable energy regulations. Please see our website for more details. [www.covau.com.au](http://www.covau.com.au)

The credit reporting bodies we use include:

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#### Equifax Australia

(formerly Veda)  
GPO Box 964  
North Sydney NSW 2059

Online contact form:  
[equifax.com.au/contact](http://equifax.com.au/contact)  
Phone: 13 83 32  
Website: [equifax.com.au](http://equifax.com.au)

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#### Illion

(credit reporting & default listing)  
(formerly Dun & Bradstreet)  
PO Box 7405, St Kilda Rd  
Melbourne VIC 3004

Online contact form:  
[illion.com.au/complaints-handling/](http://illion.com.au/complaints-handling/)  
Phone: 13 23 33  
Email: [chc-au@illion.com.au](mailto:chc-au@illion.com.au)  
Website: [illion.com.au](http://illion.com.au)

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#### Experian Australia

Experian Australia  
GPO Box 1969  
North Sydney NSW 2060

Online contact form:  
[experian.com.au/contact-us](http://experian.com.au/contact-us)  
Phone: 1300 783 684  
Email: [creditreport@au.experian.com](mailto:creditreport@au.experian.com)  
Website: [experian.com.au](http://experian.com.au)

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#### CreditorWatch

GPO Box 276  
Sydney NSW 2001

Online contact form:  
[creditorwatch.com.au/contact](http://creditorwatch.com.au/contact)  
Phone: 1300 501 312  
Website: [creditorwatch.com.au](http://creditorwatch.com.au)

## Payment Difficulties

If you are experiencing difficulty in paying your bill, you should contact us as soon as possible.

If you are a residential or business customer, there are a range of services we can discuss with you depending on your circumstances.

These may include:

- An instalment plan that gives you more time to pay your bills
- Having your bill redirected to a third person who has agreed in writing to the redirection
- Information on independent financial and other relevant counselling services
- Information regarding government concessions rebates or grants that may be available to assist with financial hardship
- Arrangements for advance payment towards future bills

Financial Hardship We define financial hardship as a situation where a customer is unable reasonably, because of illness, unemployment or other reasonable causes, to discharge those obligations of payment. Financial hardship can be of limited or long term duration. CovaU considers financial hardship a state that involves an inability of the customer to pay bills, rather than an unwillingness to do so. Customer hardship can come about from a variety of situations and can result from a number of factors including:

- Loss of employment by the consumer or family member
- Family breakdown
- Illness including physical incapacity, hospitalization, or mental illness of the consumer or family member
- A death in the family
- Abuse of service by a third party leaving the consumer unable to pay the account
- Natural disaster

A Customer who is experiencing financial hardship will not have his or her electricity and gas supply disconnected, and will not face recovery action as long as the customer makes payments according to the terms of an agreed repayment plan with CovaU. For more details of a financial arrangement see our Financial Hardship policy on our website.

## Disconnections and Reconnections

When we can disconnect?

As a last resort, it may be necessary for us to disconnect your premises.

Before we do that, we will follow all necessary processes required by legislation and our Agreement, including by giving you notice.

Disconnection for Non-Payment

We can arrange for disconnection of your supply for failure to pay your bill if we have:

- Given you all the prescribed reminder notices, including a disconnection warning which states that we may disconnect you

- Followed all applicable Regulations Disconnection for other reasons

Other reasons you may be disconnected or your supply interrupted, include:

- If due to your acts or omissions, access to the meter is hindered as stipulated in your terms and conditions;
- If you have tampered with the meter or you are otherwise using electricity in a manner that is not permitted by applicable laws and codes
- If you refuse to provide Acceptable Identification when you are required to
- In an emergency
- For health and safety reasons including extreme weather conditions
- For maintenance
- Subject to the terms of your Agreement, you may request us to disconnect your Supply Address at any time.

When we cannot disconnect

Unless you request otherwise, you will not be disconnected during times prescribed under regulation including:

- A business day before 8am or after 3pm
- A Friday or the day before a public holiday
- A weekend or a public holiday
- The days between 20 December and 31 December (both inclusive) in any year
- Where you have advised us that a person residing at the supply address is dependent on certain life support equipment (or in VIC is registered as a medical exemption supply address);
- Where you have made an application for payment under an instalment plan or for certain types of Government assistance, grants or concessions, and a decision on your application has not yet reached;
- Where you have an outstanding complaint with the Ombudsman (or other external dispute resolution body) directly related to the non-payment of an invoice or disconnection and the matter has not yet been determined;
- Where the only charge no paid related to goods/services other than for the supply or sale of energy;
- For non-payment of a bill where the amount outstanding is less than an amount approved by the Australian Energy Regulator and you have agreed with us to repay that amount (not applicable to VIC);
- For non-payment of a bill where the total amount of your arrears is less than \$300 (inclusive of GST) (VIC only).

If your account has been disconnected for up to 10 business days, it may be final invoiced. Your network distributor may need to temporarily disconnect your energy supply from time to time for maintenance, for safety reasons or in emergency situations. A contact number for faults and emergencies (including disruptions) will be included on your invoice.

Your supply may be disconnected within the protected period:

- For reason of health and safety
- In an emergency
- As directed by a relevant authority
- If you're in breach of the relevant clause of your customer connections contract that deals with interference with energy equipment
- If you ask us to arrange disconnection within the protected periods

Reconnection

When the reason for disconnection has been resolved and all conditions have been met, you will be reconnected.

If we have disconnected your supply because you have not paid your account, and then you subsequently pay your account (or we agree a payment arrangement) within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge.

If we have disconnected your supply due to another event (other than an emergency or maintenance) and you rectify that reason within 10 Business Days of the disconnection, we will arrange for reconnection of your supply address. You may have to pay a reconnection charge. Otherwise, you will be reconnected when the event has ended.

### Life Support

If a person living at your premises requires life support equipment, you must register the premises with us. We will ensure that this information is registered with your Distributor so that any interruptions in supply may be handled appropriately. You will be asked to fill out a form, to be signed by your Doctor to confirm the details of your life support equipment. This information may be requested independently of your eligibility to claim any life support Concession available in your state. You must tell us if the life support equipment is no longer required at the premises.

### Privacy and Confidentiality

We collect customer information so that we can identify you, manage your account, provide service you have requested, and inform you of other related products and services to meet your needs.

We will only use or disclose personal information with your consent or in ways you would reasonably expect, including:

- To undertake a credit check of your credit history
- To enable connection to your premises
- To bill your electricity and gas services and other related services with us
- For debt recovery purpose (this may include disclosure to external debt collectors and listing with credit reporting agencies)
- For our legal and regulatory reporting and compliance requirements
- As permitted or required by law, including instances where we are required or permitted by our retail authority to do so, such as to a law enforcement agency

We are bound by the Privacy Act 1988 and the National Privacy Principles, which can be obtained through the website of the Federal Privacy Commissioner:

[www.privacy.gov.au](http://www.privacy.gov.au).

A copy of our Privacy Policy can be downloaded from our website.

We will take all reasonable steps to make sure that the personal information we collect, use or disclose is accurate, complete and up-to-date. We therefore recommend that you let us know if there are any errors in your personal information, and keep us up to date with any changes. You may edit or delete the personal information you provide to us on our website (unless the information is mandatory for your registration). To do so, you must first log in as a registered user, using your username, customer reference number and password. If you are unable to access this information, please send an email to: [support@covau.com.au](mailto:support@covau.com.au).

### Contacting us and interpreter services

Contacts Us

All Enquiries & Payments: 1300 689 866 Email: [support@covau.com.au](mailto:support@covau.com.au)

Mailing Address PO Box R241 Royal Exchange NSW 1225 Interpreter Services

If you are a Residential Customer and the main language you speak is not English, but is a language common to our Residential Customer base, we will provide you with access to multi-lingual service. The contact number for this service is printed on all of our bills.

### Complaints

CovaU aims to provide the highest level of customer service, which includes the handling of complaints.

Our complaints handling policy was created to be a fair and efficient mechanism to handle customer complaints.

If you wish to write to us (by email, facsimile or mail), you should provide your contact details, including your name, supply address and telephone number, account number and the details of your enquiry or complaint, including a copy of any supporting information.

You can contact us by using your preferred method in our Contact Us details on our website.

For all phone enquiries relating to your bills, connection services and other services arranged by us, you can contact us on 1300 689 866 from 8.00am to 6.00pm Monday to Friday. We will use our best endeavours to promptly respond to telephone calls and to written enquiries within 5 business days.

If at the end of the process you are not satisfied with our response, please ask for your complaint to be raised to a senior person in our organisation.

If you are not satisfied with our response, you may refer the complaint to your energy Ombudsman. You may also ask us to provide the reasons for our response in writing.

Where you have entered into an Agreement with us, you may also be contacted as part of an audit procedure, to confirm your understanding of and consent to the terms of that Agreement.

## Faults and Emergencies

If you experience any type of gas or electricity failure or emergency, you can call the faults and emergencies number on your bill, or refer to the Distributor's website. Alternatively, you can call us and we will assist you where possible.

## Continuity and Quality of Supply

Due to the nature of energy, we cannot guarantee the quality, frequency, and continuity of energy to your property. Interruptions and inconsistencies with energy supply can cause problems with your sensitive equipment. We would suggest that you take reasonable precautions to minimise the risk of loss or damage to any equipment, property or your home, which may result from poor quality, or reliability of electricity supply.

## Force Majeure

A force majeure event is an event outside the reasonable control of you or us, which would result in you or us (the affected party) being in breach of obligations under our energy supply Agreement.

If a force majeure event occurs:

- The obligations of the affected party are suspended to the extent to which they are affected by the force majeure event as long as the force majeure continues
- The affected party must give the other party prompt notice of the force majeure event, an estimate of its likely duration, 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

The affected party must use its best endeavours to remove, overcome or minimise the effects of the force majeure event as quickly as possible (although neither you nor we are required to settle any industrial dispute in any way that you or we do not want to).

## Governing Bodies, Regulation and Compliance Governing Bodies

There are several national agencies and departments that govern the way that we operate as an electricity retailer. There are also state specific agencies and departments that govern the operation of electricity retailers in their states.

National:

- Australian Competition and Consumer Commission (ACCC)
- Australian Energy Market Commission (AEMC)
- Australian Energy Market Operator (AEMO)
- Australian Energy Regulator (AER) State wide:
- Energy Safe Victoria
- Essential Services Commission of South Australia
- Essential Services Commission (VIC)
- Independent Pricing and Regulatory Tribunal (IPART) NSW
- Queensland Competition Authority (Electricity) (Gas) State Ombudsman:
- Energy and Water Ombudsman NSW (EWON)
- Energy and Water Ombudsman VIC (EWOV)
- Energy and Water Ombudsman QLD (EWOQ)
- Energy and Water Ombudsman SA (EWOSA)
- ACT Civil and Administrative Tribunal (ACAT)
- Energy Ombudsman Tasmania

## Compliance and Regulations

The energy market is governed by numerous acts and regulations. The role of the governing bodies is to administer the markets in accordance with these acts and regulations together with overseeing the operation of the market.

National

- Competition and Consumer Act 2010 – Previously the Trade Practices Act
- Fair Trading Legislation
- Marketing Codes of Conduct
- Other rules and guidelines published by regulators
- Privacy Act 1988 (Cth) Victoria
- Electricity Industry Act 2000 (VIC)
- Energy Retail Code (VIC) Queensland
- Electricity Act 1994 (QLD)
- Electricity Industry Code (QLD)
- Electricity Regulation 2006 (QLD) New South Wales
- Electricity Supply Act 1995 (NSW)
- Electricity Supply (General) Regulation 2014 (NSW) New South Wales, Queensland and South Australia:
- National Energy Retail Law
- National Energy Retail Rules

## Definitions of Terms

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 entitlement card issued under the law of the Commonwealth or of a State or Territory or a birth certificate. If a Business Customer is a partnership, each of the partners may need to be identified. If a Business Customer is a company, acceptable identification includes the Australian Company Number or the Australian Business Number.

Business Customer means a customer who is not a Residential Customer.

Business Day means a day other than a Saturday or Sunday or a national/state public holiday.

Energy means Electricity or Gas or both depending on your service agreement with us.

Charter means this document that sets out your rights and responsibilities.

Concession means a state government concession, rebate, or grant.

Distributor means the company, which owns and operates the distribution network of poles and wires through which electricity or gas is provided to your Supply Address.

CovaU or we or us means CovaU Pty Ltd

Ombudsman means the Energy Ombudsman or other dispute resolution body who has jurisdiction in your State or Territory.

Residential Customer means a customer who purchases electricity principally for personal, household, or domestic use at the relevant Supply Address.

Retailer means a company licensed to sell electricity or gas as authorised under the relevant State Laws or the National Energy Retail Law (South Australia) Act 2011.

Service Agreement means Market Retail Agreement or Standard Agreement unless stated otherwise.



 [www.covau.com.au](http://www.covau.com.au)

 [support@covau.com.au](mailto:support@covau.com.au)

 PO BOX R241 ROYAL EXCHANGE NEW 1225

 1300 689 866

## FORMS

### For Direct Debit/Credit Card



Call Us: **1300 689 866**

Set your own personal details via MyAccount:

[secure.covau.com.au/myaccount](https://secure.covau.com.au/myaccount)

### For Cancellation

Call Us: **1300 898 666**

Email at: [loyalty@covau.com.au](mailto:loyalty@covau.com.au)

### For Concession and Rebate

Call Us: **1300 689 866**

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

Complete the online form: [covau.com.au/online-concession-form/](http://covau.com.au/online-concession-form/)

