

## About this contract

This Contract, together with the Energy Price Fact Sheet for the energy plan you've chosen, forms the Contract for the sale of energy to you at your premises. In addition to this contract, the National Energy Retail Law, the National Energy Retail Rules and the Australian Consumer Laws (together 'applicable energy regulations') set out specific rights and obligations about the sale and delivery of energy and we will comply with these Rules in our dealings with you. This Contract is to make sure we understand what is expected of each other.

## About Amber Electric

Amber Electric has joined forces with Energy Locals to provide a new kind of electricity retail product, selling electricity to customers at real-time wholesale prices, and helping customers use greener, cheaper power.

## About Energy Locals

Energy Locals is a social enterprise that offers customers fair and transparent energy products which also help local Australian communities. Energy Locals is a registered retail licence holder.

## The Parties

This Contract is between Amber Electric Pty Ltd (Amber, and also referred to as "we", "our" or "us"), Energy Locals Pty Ltd (Energy Locals); and you, the customer to whom this contract applies (in this contract referred to as "you" or "your"). Amber supplies electricity services as an agent for Energy Locals Pty Ltd ABN 23 606 408 879 and not on Amber's own behalf. You acknowledge and consent to this agency arrangement (this arrangement is also referred to in this Contract as 'Amber powered by Energy Locals'.)

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

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

- The payment due date will be 5 business days from the date we issue the bill;
- You must pay your bill by Direct Debit or automatic credit card or debit card payment using a card registered with us;
- Bills, reminder notices and any other correspondence will be sent to you electronically and delivered to your nominated email address provided to us;
- Make payments on a weekly basis or on a payment arrangement agreed between you and us;
- Some of your bills may be based on estimated meter readings and
- Your personal information (including name and email address) will be accessible by both Amber & Energy Locals in order to provide the services outlined in this agreement.

## Term of this contract

This contract starts on the later of:

- 10 business days after the day you receive the required information about your contract (*your welcome email*); and
- the date we become the electricity retailer for your premises; and
- the date you satisfy any pre-conditions we ask you to provide, including acceptable identification.

You authorise Energy Locals to manage the transfer process from your current energy retailer to Amber Electric powered by Energy Locals. Depending on your previous retailer and the market transfer process, it can sometimes take up to 3 months for Amber Electric powered by Energy Locals to become the electricity retailer for your premises.

## How this contract can be cancelled

We don't charge exit fees so you are able to cancel this Contract whenever you want.

To ensure another energy supplier doesn't transfer you without your consent, you must tell us by phone or in an email from the email address we have on your account if you need to cancel your contract with us so that we can verify the request is from you.

You must pay all amounts owing. We are permitted to prevent your transfer to another retailer if you have an overdue debt on your account.

If you're cancelling because you're moving out of your premises, you need to provide us with at least 3 business days' notice in Victoria and 5 business days' notice in other States. You must also provide us with safe and unhindered access to your electricity meter and a forwarding address so we can make sure your final bill reaches you.

You may keep Amber powered by Energy Locals as your retailer at your new address only if your new premises are supplied by Ausgrid and we will do all we can to make the transition as smooth as possible. If you are able to keep Amber powered by Energy Locals as your retailer at your new address, your tariff may change and we may need to charge you a disconnection and connection fee as required by Ausgrid. We will not charge you an exit fee.

This contract may also be cancelled if:

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

## Your general obligations

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

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

If a person living at your premises requires life support equipment, you must register the premises with us or Ausgrid. To register you will need to provide written confirmation that is dated within the last three years and signed by a registered medical practitioner of the requirement for life support equipment at

the premises. You must also tell us or Ausgrid if life support equipment is no longer required at the premises.

## Your tariff

The price you pay for your energy supply is as set out in the Energy Price Fact Sheet for your chosen product. The exact tariff will depend on your meter configuration and/or the network tariff for your property.

Before you can start on Amber powered by Energy Locals' real-time pricing tariffs, you must have a smart meter installed. If you have an older type of meter, we will install a new one for you. Before your smart meter is installed, we will use AEMO's standard daily shape in your area to estimate your usage across the day.

In addition to the applicable prices, you may incur other fees. Most fees are outlined in the Energy Price Fact Sheet. Certain fees are charged by your network company for additional services and these are detailed on Amber's website: [amberelectric.com.au/fees](http://amberelectric.com.au/fees)

Your tariff can change from time to time in line with applicable energy regulations. You will be notified of tariff changes on your first bill after the tariff change is announced, or by email no later than the date of your next bill to be impacted by the change, or otherwise as required by the applicable energy regulations. All current tariffs that are applicable under this Contract are published on our website.

A change in your circumstances or energy usage could mean that you are no longer eligible for the tariff you are on. In this situation, we will contact you to discuss an alternative tariff. Any change to your tariff will happen either from the date you tell us there is a change in your circumstances or retrospectively from the date the change occurred, if you haven't told us about it.

You may be eligible for a different tariff to the one you are on and you can contact us to make this change. If you are eligible we will make the change within 10 business days or from the date your meter is read or changed (as necessary). If your tariff changes mid-way through a billing period, we'll calculate your next bill on a proportional basis.

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

## Bills

We'll send you a bill via email as soon as possible after the end of each billing cycle. In calculating your bill, we'll take into account:

- the energy you've used at the supply address during the billing period. We'll use information from meter readings in accordance with applicable energy regulations;
- fees and charges for any other services provided under this Contract during the billing cycle;
- charges payable for services provided by Ausgrid. This may include connection charges if you have requested a new or changed connection
- charges payable for services provided by your meter provider; and
- any pre-payment, credit balance or outstanding balance on your account.

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

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

If we receive meter data that shows we didn't charge you enough, we'll let you pay the undercharged amount in instalments over the same period of time that the meter was not read for (if less than 12 months).

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

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

## Paying your bill

You must pay the total amount owing on each bill, including GST, by the due date specified on the bill. Under this Contract you give us your explicit informed consent that the due date will be 5 business days from the date we issue the bill.

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

Under this Contract you give us your explicit informed consent that we will process payment in full for your bill, using your Direct Debit or Debit Card details that we securely hold.

We may charge a fee as outlined in the Energy Price Fact Sheet and as permitted by applicable energy regulations for payments made by any other means, including by Credit Card and Debit Card, and for late payment.

If you're a residential customer and have told us that you're having difficulty paying your bill, we may transfer you to a standard Energy Locals tariff. Energy Locals will offer you the option of paying your bill under a payment plan. However, this option will not be available if you have had two instalment plans cancelled in the previous 12 months due to non-payment.

You may also be eligible for assistance under Energy Locals Hardship Policy, which can be found on our website: [energylocals.com.au/hardship](https://energylocals.com.au/hardship)

## Solar PV

Feed-in tariffs for Solar PV are not currently available on the Amber powered by Energy Locals plan. If you want to get access to a Solar PV feed-in tariff we suggest you move to an Energy Locals plan that supports this.

## Metering

Under applicable energy regulations, we must appoint a Metering Coordinator who will be responsible for coordinating the provision of metering services at your supply address. The Metering Coordinator will be responsible for arranging the installation, testing and maintenance of the meter.

You must have a smart meter installed to access Amber Electric's real-time rates. If you have an older type of meter we will install a new smart meter for you as soon as possible. We will not charge you for the initial provision of the meter, although part of your ongoing bill will include costs passed on from the Metering Coordinator.

If you ask for your meter to be checked, we may require you to pay the cost your Meter Provider charges for that service. You will not be charged for the cost of the service if the meter is found to be faulty or incorrect.

If the meter at your premises becomes faulty, we will notify you and arrange for the installation of a new meter, at no cost to you. This will require a brief power outage but will not require a change to your tariff or the price you pay.

You must provide reasonable protection for the metering installation, such as a meter box or covered location for metering. Maintaining this protected environment is your responsibility.

You acknowledge that metering equipment installed at your property is owned by the Meter Provider. You must not arrange for any changes to the metering. If changes are required you must contact Amber Electric.

## Credit management

If you're unable to pay your bill for 30 days, Amber may transfer you to a standard Energy Locals tariff, removing the variability of price. In this case you may also be eligible for assistance under Energy Locals Hardship Policy, which can be found on Energy Locals' website: [energylocals.com.au/hardship](https://energylocals.com.au/hardship)

If required Energy Locals will use credit management and debt collection procedures in accordance with the Rules. Energy Locals may also refer you to an external debt collection agency for collection of unpaid amounts owed under this contract. Additional fees may be charged by these external agencies.

## Disconnection

Amber or Energy Locals may ask Ausgrid or meter your provider to disconnect your electricity supply in accordance with applicable energy regulations, if:

- you ask Amber or Energy Locals to disconnect the supply or you move out of the premises;
- you fail to pay your bill to either Amber or Energy Locals by the due date and, if you're a residential customer, you have not agreed to pay your bill by instalments or have not kept to your instalment plan;
- you refuse to provide a security deposit where we are entitled to require one from you;
- you fail to allow access to your meter for three consecutive meter readings;
- electricity has been illegally or fraudulently used at the supply address; or
- we are otherwise entitled or required to do so under applicable energy regulations.

Prior to disconnection Amber or Energy Locals will notify you in line with applicable energy regulations, except in certain circumstances, including for safety reasons. All disconnections and notifications will be carried out in accordance with applicable energy regulations.

## Reconnection

Energy Locals will ask Ausgrid or meter your provider to reconnect your premises if, within 10 business days of your premises being disconnected, you:

- rectify the matter that led to the disconnection; and
- ask Amber or Energy Locals to arrange reconnection; and
- pay the reconnection charge Energy Locals may ask you to pay.

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

## Notices and bills

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

You must notify us via our website if your email address changes.

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

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

## Force Majeure

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

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

## Privacy

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

You consent to us using your personal information to provide a service to you under the terms of this Contract. Personal information may be shared with our service providers, including your local distributor, Meter Coordinator, Meter Provider and, if applicable, Centrelink.

Amber and Energy Locals will be jointly managing your electricity account, and so will need to share your personal information with each other. This may include your name, email address, postcode, date of birth, address, identification details, usage information, payment details, concession details or life support information. By entering into this contract you agree that we may exchange your personal information in this way.

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

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

If we believe that someone may have established an account with Amber for your property without your explicit consent, we may pass information to the police so that they can investigate whether someone has attempted to use your identity falsely.

## Complaints and Dispute Management

We strive to deliver good service. If you feel we have not performed satisfactorily, please email us at [complaints@amberelectric.com.au](mailto:complaints@amberelectric.com.au). We will follow Energy Locals' Complaints and Dispute Management Procedure that can be found on Energy Locals' website: [energylocals.com.au/complaints](http://energylocals.com.au/complaints). If you are not satisfied with our response to your complaint, you may refer the matter to the Ombudsman in your state.

## Applicable law

The laws of NSW govern this contract.

## Exclusions

Subject to the applicable energy regulations:

- we are not liable to you for any loss or damage arising from this Contract;
- we are not liable and make no representation to you on the reliability, quality or safety of your electricity supply (your local distributor is responsible for the physical supply) or any other goods or services provided to you under this Contract;
- you are responsible for investigating the suitability of our products before accepting them;
- we are not responsible for any representations made by third parties or for fulfilling any obligations you have if you purchase any third party products or services outside of this Contract, and we are not liable for any resulting loss or damage; and
- you indemnify us against any loss or damage connected to or arising from the use of energy supplied to you, your breach of this Contract or your negligence up to the amount we would otherwise have been able to recover under the relevant laws.

## Changes to your contract

This Contract may be amended in accordance with the procedures set out in the National Energy Retail Law. We will publish any changes to this Contract on our website. We may change your contract immediately if we are responding to a request you've made or to make the terms of the Contract more favourable to you, or if we're fixing a mistake in the Terms such as a typo that doesn't affect the meaning of any clause.

## Definitions

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

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

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

**business day** means a day other than a Saturday or a Sunday and that is not a public holiday in your state.

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

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

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

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

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

**energy** means electricity.

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

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

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

**meter coordinator** means the entity we appoint to arrange the installation, maintenance and replacement of the meter at your property.

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

**meter provider** means any or all of: Meter Provider, Meter Coordinator and Meter Data Provider as allowed for under the National Electricity Rules.

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

**payment arrangement** means a payment schedule where customers will make payments to Amber or Energy Locals.

**personal information** means the information we may need to collect and store in order to provide our service, and which is gathered and stored in accordance with our Privacy Policy.

**privacy policy** means the policy available at [amberelectric.com.au/privacy](http://amberelectric.com.au/privacy)

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

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

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

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

**rules** and **energy laws** mean the National Energy Retail Rules made under the National Energy Retail Law, State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules and other legislation that is relevant to the service we provide.

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

**welcome email** means the email we will send you to confirm your decision to join Amber power by Energy Locals and which contains important information including links to the Energy Price Fact Sheets and these Terms.