

here's our customer charter.

no, unfortunately
it's not a boat trip...

(VIC, SA, QLD)



customer service centre

8am-8pm, Monday to Friday
8am-5pm, Saturday
Call 1300 115866

lumoenery.com.au



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Lumo Energy Consolidated Energy Offer

Client Charter – Negotiated Client Contract

VICTORIA, SOUTH AUSTRALIA & QUEENSLAND

1 What is a Client Charter?

- 1.1 Our Client Charter is a summary of the rights and obligations you and we have under the contract for the supply of energy and related services (**Contract**) and the relevant regulations covering Victoria, South Australia and Queensland's electricity and gas industries (these are defined as the Regulatory Requirements in your Contract). This Client Charter is for information purposes only and is not a legally binding contract.
- 1.2 Among others, some of the important codes that govern your Contract and how we deal with you are:
 - (a) if your Premises is located in Victoria: the Energy Retail Code and the Code of Conduct for Marketing Retail Energy in Victoria;
 - (b) if your Premises is located in South Australia: National Energy Retail Law (NERL) National Energy Retail Rules (NERR); and
 - (c) if your Premises is located in Queensland: the Electricity Industry Code and the Gas Industry Code.
- 1.3 We take our obligations to our clients seriously and we are committed to compliance with these codes. You can get copies of these codes by visiting our website or contacting the Victorian Essential Services Commission, the Essential Services Commission of South Australia or the Queensland Competition Authority, as applicable.
- 1.4 If you are a Business Client and your Premises is in Victoria, this Charter does not apply to you. If you require more information about your Contract, please contact us.
- 1.5 Capitalised words in this Charter which are defined in the Contract have the same meaning as given to those words in the Contract.

2 Who are We?

- 2.1 We are an energy retail company, based in Melbourne and dedicated to giving Victorian, South Australian and Queensland householders and businesses a better deal. That means that we will provide you with great value for money and excellent service.
- 2.2 We are committed to providing you with the best level of service so you can expect to be treated with courtesy and respect in all your dealings with us.

3 Understanding our energy contract with You

- 3.1 Your Contract comes into effect when you choose us as your energy retailer and you accept the offer that we make to you on negotiated terms and conditions and negotiated tariffs.
- 3.2 On our website you can find copies of:
 - (a) Our Client Charter
 - (b) Terms and conditions of energy contracts
 - (c) Copies of the codes mentioned above

- (d) Links to other relevant guidelines and regulations
- (e) Energy efficiency advice
- (f) Our client hardship policies

4 The difference between energy retailers and network distributors

- 4.1 We are your energy retailer. We are the company that you buy your electricity and/or gas and related services from. We are responsible for sending you an invoice for the electricity and/or gas that you use.
- 4.2 Your electricity network distributor is the company that owns, operates and maintains the poles and wires that deliver electricity in your local area. In the case of your gas distributor, they own and operate the gas mains and pipes that transport gas to your home or business. Because it doesn't make economic or practical sense to run new poles, wires, or pipes where they already exist, the local network distributor remains the same irrespective of which retailer supplies you. This means that the quality and reliability of your electricity and gas supply is the same irrespective of the retailer that supplies you. In other words you will not receive a different level of supply when you change retailers.

A summary of our obligations to you and your obligations to us

5 Client Application and Connection

- 5.1 If you want us to connect you to a supply address you must make an application in person, by telephone or in writing, pay any connection charges and provide acceptable identification and contact details to us. We will endeavour to connect supply to your address as soon as your Contract commences by requesting the relevant distributor to connect you to their distribution system.

6 Cooling-Off Period

- 6.1 You have a right to cancel this Contract within the Cooling-Off Period. We will tell you how long your Cooling-Off Period is when we enter into the Contract with you. It will, however, be a period of between 5 and 10 Business Days depending on where your Premises is located and what connection is required for your Premises.
- 6.2 To cancel your Contract during the Cooling-Off Period, you must give Us notice setting out your clear intention to do so in person, by telephone, by post, by fax or by email for the jurisdiction in which the Premises is located.

7 Term

- 7.1 Your Contract commences on the date that you sign or otherwise enter into the Contract with us.
- 7.2 Assuming that your account is in order and all necessary equipment is installed, We must sell you energy, and you must pay us for energy consumed at the Premises from the later of the date that the Cooling Off Period expires, or when we become Responsible for supplying energy to the Premises.
- 7.3 The Contract will expire on the date specified in our offer to you.

- 7.4 We may extend the term of your Contract by giving you prior written notice in accordance with the Regulatory Requirements and as set out in your Contract
- 7.5 Your Contract will otherwise terminate when one of the termination events described below occurs.

8 Charges

- 8.1 You must pay for:
- (a) the energy we sell to you and for any other goods or services we provide to you at the tariffs set out in the Energy Supply Agreement Schedule;
 - (b) the amounts your Network Operator imposes on us for connection services and any other goods or services that your Network Operator provides to you;
 - (c) additional retail charges or other fees and charges specified in the Contract or permitted by the Regulatory Requirements to be charged; and
 - (d) all applicable GST.
- 8.2 We may vary your charges by prior written notice (including by notification in your invoice):
- (a) if a Relevant Event occurs or is introduced after the date your Contract commences, in which case we may pass our additional costs on to you and you must pay the additional costs in accordance with the Contract;
 - (b) if you need to be placed in a new tariff category because of a change in your usage or metering; and/or
 - (c) for any other reason, in which case, you will be entitled to cancel the Contract without penalty if the charges are varied by more than a certain amount as specified in your Contract.

9 Invoicing

- 9.1 We will send you an invoice:
- (a) In the case of electricity at least every three months, and
 - (b) In the case of gas at least every two months
- 9.2 We will respond promptly to any enquiries you may have about your invoice. If you require us to review your invoice you must pay the portion of the invoice that we both agree is not in dispute or an average amount.
- 9.3 Whenever possible your invoice will be based on an actual meter reading. Where an actual meter reading is not possible we will invoice you based on your historical invoicing data or your average consumption in accordance with the applicable Regulatory Requirements. We are also happy to invoice you on your own reading of the meter.
- 9.4 If you request a meter test and it is found to comply with applicable regulatory instruments then you must pay for the cost of the test.
- 9.5 If we undercharge, overcharge or fail to charge you, we may recover from you or pay to you the relevant amount in accordance with the Regulatory Requirements.
- 9.6 While every attempt is made to ensure that your meter is read on

the usual meter reading cycles, at a minimum, we will use our best endeavours to ensure that your meter is read at least once in any 12 month period.

- 9.7 We may charge you an additional amount if you deny us access to read your meter and later request an invoice based on an actual meter reading or we are otherwise permitted to do so under a Regulatory Requirement.
- 9.8 Your invoice will include all things it is required to include under the Regulatory Requirements including the price you pay for electricity and/or gas and other services, the due date for payment, the National Meter Identifier (NMI) and/or Meter Installation Registration Number (MIRN) (which you need to know when transferring retailers), available payment options and concessions, electricity and/or gas usage graphs and contact details for enquiries and reporting faults.

10 Payment Options

- 10.1 We provide a full range of payment options. These will be detailed on your invoice but include:
- (a) direct debit from your bank or credit union account;
 - (b) by mail;
 - (c) over the phone by credit card;
 - (d) over the counter at Australia Post; and
 - (e) via the Internet using BPay.
- 10.2 We may also agree another payment option or that you can pay in advance.

11 Payment Terms

- 11.1 You must pay your invoice in full by the due date appearing on each of our invoices. The due date will be no less than 13 business days in South Australia and Queensland and no less than 12 business days in Victoria from the date of the invoice.
- 11.2 We may charge you an additional amount if your payment is not received, dishonoured or reversed and we incur a fee or if we incur a merchant service fee.

12 Invoice Smoothing

- 12.1 If you choose to be invoiced under an invoice smoothing arrangement we will provide you with estimated invoices for an agreed fixed amount over a 12 month period based on your historical invoicing information (where available). At the end of the 12 month period, we will obtain a meter reading and adjust any over or under estimating of your invoices.

13 Payment Assistance

- 13.1 If you have difficulty paying your invoices, you must contact us to discuss how we can help you. We will offer you the payment assistance that we are required to offer you in accordance with the Regulatory Requirements and may include instituting a suitable Instalment Plan, referral to a financial counsellor, provision of details concerning government concessions and grants and the provision of efficient use of energy advice.

14 Security

- 14.1 If you are a Residential Client, you may need to provide us with Security (in an amount and in a form permitted by the Regulatory Requirements) to offset an amount you may owe us if:
- (a) you have an unsatisfactory credit rating or do not provide credit history;
 - (b) you have failed to provide sufficient proof of identification;
 - (c) you have used electricity or gas fraudulently; or
 - (d) you have an outstanding debt at your previous premises or to your previous retailer in the last 2 years, and the Regulatory Requirements permit us to do so.
- 14.2 If you are a Business Client and your Premises is located in South Australia or Queensland, you may need to provide us with Security (in an amount and in a form permitted by the Regulatory Requirements) to offset an amount you may owe us if:
- (a) you do not have a satisfactory credit rating; or
 - (b) you do not have a satisfactory electricity account payment history, and the Regulatory Requirements permit us to do so.
- 14.3 We will return this Security to you plus interest if you pay your invoices by the Due Date for 12 months following the payment of the Security or if you cease taking supply at your Premises.

15 Shortened Collection Cycles

- 15.1 If we need to send you reminder notices for 3 consecutive invoices or disconnection warnings for 2 consecutive invoices we may place you on a shortened collection cycle. If this occurs we will no longer send you reminder notices until you pay 3 consecutive invoices by the Due Date.

16 Disconnection of Supply

- 16.1 Before we disconnect you we will make every effort to ensure that you have an opportunity to resolve any issue or misunderstanding and we will let you know the date from which you will be disconnected. We will follow the rules for disconnection set out in the Regulatory Requirements.
- 16.2 We may disconnect you if:
- (a) you have not paid your invoice by the Due Date and you have received the appropriate reminder and disconnection notices from us and have refused other payment arrangements;
 - (b) you do not agree to an alternative payment arrangement;
 - (c) you fail to meet the terms of an agreed payment plan;
 - (d) you refuse to pay Security;
 - (e) you refuse to allow your meter to be read for 3 consecutive invoicing periods;
 - (f) you fail to provide acceptable identification (and your Premises is located in Victoria or Queensland);
 - (g) you obtain energy from us illegally or otherwise than in

accordance with the Regulatory Requirements;

- (h) request your supply to be disconnected; and/or
- (i) the connection is unsafe or we are permitted or required to disconnect you by the Regulatory Requirements.

16.3 We will not disconnect you:

- (a) if you have registered as having a life support machine or medical exemption;
- (b) after certain times on certain days as specified in the Regulatory Requirements;
- (c) if the amount outstanding is less than an amount prescribed by the Regulatory Requirements or does not relate to the supply of energy;
- (d) if you have made a complaint to the Ombudsman regarding your invoice and the dispute remains unresolved; and/or
- (e) while any application made by you for assistance under any Government funded rebate or relief scheme that is available to you or any payment plan operated by us is pending.

17 Interruption to Supply

- 17.1 We may interrupt your supply for maintenance and repair, for the installation of a new supply to another client, in an emergency for health and safety reasons. We will give you notice of these interruptions where possible and in accordance with the Regulatory Requirements.

18 Reconnection of Supply

- 18.1 You have the right to be reconnected after disconnection if you remedy the failure within 10 business days of disconnection. Upon your request and payment of any reconnection charge we will reconnect you. You will be reconnected within the relevant times in accordance set out in Regulatory Requirements.

19 Vacating premises

- 19.1 You must give us notice of the date on which you intend to vacate (or did vacate) the Premises, together with a forwarding address where we can send you your final invoice.
- 19.2 You will cease to be responsible for the energy consumed at the vacated Premises:
- (a) at the later of:
 - (i) 3 Business Days after giving us notice if your Premises is located in Victoria or South Australia and depending on where your Premises is located, up to 10 Business Days after giving us notice if your Premises is in Queensland; or
 - (ii) the date on which you vacate the Premises;
 - (b) on the date you gave us notice, if you demonstrate to us that you were evicted or otherwise forced to vacate the Premises;
 - (c) if we enter into a new energy contract for the Premises with another client, the date on which the obligation to pay for energy under the new energy contract is effective;
 - (d) if another retailer becomes Responsible for the Premises, the

- date on which the other retailer becomes so Responsible; and
- (e) if the Premises is disconnected, the date on which the Premises are disconnected.

20 Termination

- 20.1 You may terminate the Contract within the Cooling-Off Period by notifying us in writing or after the Cooling Off Period by giving us at least 28 days notice if your Premises is located in Victoria and 20 Business Days notice if your Premises is located in South Australia or Queensland.
- 20.2 The Contract will also terminate:
- (a) on the date you cease to be responsible for the energy consumed at the Premises;
 - (b) if you breach this Contract by transferring to another retailer in respect of the Premises;
 - (c) if you enter into a new contract for the purchase of energy from us in respect of the Premises, on the date that the new contract takes effect;
 - (d) you are subject to a change in control and we give You 10 Business Days notice that we intend to treat the change in control as a termination event;
 - (e) you become bankrupt or insolvent; and/or
 - (f) on the happening of a Last Resort Event (as defined in your Contract).

We may also terminate this Contract if:

- (a) we have a right to disconnect you and you no longer have a right to be reconnected; or
 - (b) we classify you as no longer being a Small Retail Client.
- 20.3 If you terminate the Contract before the expiry of its fixed term, depending on the reason for the termination, in addition to any outstanding amounts owing to us, you may be required to pay us an early termination fee as specified in our offer to you calculated in accordance with the Regulatory Requirements.

21 Explicit informed consent

- 21.1 We require your explicit informed consent to the inclusion of particular terms of the Contract that are different to the Regulatory Requirements. The matters to which give your explicit informed consent are set out in the Energy Supply Agreement Schedule that forms part of your Contract.

22 Enquiries or complaints

- 22.1 If you have any concerns with the invoice or our service you should contact our Client Service Centre during business hours so that we may answer any questions and endeavour to immediately resolve any issue with you. We will treat you with courtesy and respect and act in good faith in our dealings with you. You also have the right to raise your issues to a higher management level to resolve your issues.
- 22.2 If following our best efforts to resolve any issue you remain dissatisfied you have the right to refer your complaint to the Ombudsman.

23 Force Majeure

23.1 Where an event occurs that is outside the control of you or us then our obligations under the contract are suspended as long as the event continues. Both parties are obligated to give each other prompt notice of the event and to use best endeavours to overcome the event as soon as possible.

24 Liability

24.1 We will not include any term or condition in our contracts with you to limit our liability where the Regulatory Requirements do not permit us to do so.

24.2 You acknowledge that the Network Operator is responsible for the supply of energy to your premises. We are unable to guarantee the quality, frequency and continuity of supply to you. To the extent permitted by the Competition and Consumer Act, our liability to you is limited in relation to a good or service, to the re-supply or payment of the cost of re-supply of the good (or equivalent) or service.

25 Your information

25.1 You must inform us if any of your details change especially if you're vacating your premises.

26 Provision of information

26.1 We will, on request, provide you with:

- (a) a copy of the Contract and/or any document incorporated in it;
- (b) a copy of some of the Regulatory Requirements;
- (c) reasonable information on tariffs available to you;
- (d) energy efficiency advice;
- (e) information on network charges, retail charges and any other charges relating to the sale or supply of energy comprised in the amount payable under your invoice;
- (f) your historical invoicing data in accordance with the Regulatory Requirements;
- (g) information regarding concessions available to a Residential Client, rebates and grants which may be available to you (if applicable);
- (h) if required by the Regulatory Requirements, information about meter readings and meter registrations connected with an invoice;
- (i) information about how to protect and avoid interference with equipment and the distribution network.

26.2 Often we will provide this information free of charge. In some circumstances we may ask you and you must pay a charge for providing this information or documents.

27 Assignment

27.1 We may only assign our contract with you with your consent or if we sell all or substantially all of our retailing business.

28 Privacy and the confidentiality of your information

- 28.1 We respect your privacy. To assist us in the provision of energy and other products and services to you we may need to collect personal information about you. We may also disclose your information to other parties including debt collecting agencies, regulatory or government authorities and authorised representatives.
- 28.2 We may also send you information regarding special promotions or offers which may include offers to supply you with electricity or gas, either separately or in combination. If you do not want us to send you any of this material please let us know.
- 28.3 We will not use information provided by you to us in a manner inconsistent with the Privacy Act 1988, the National Privacy Principles or any other relevant laws or guidelines.

29 Access to your premises

- 29.1 From time to time either the Network Operator, our agents or we may require access to your Premises to read and maintain the meters, for connection purposes, to disconnect or reconnect supply and carry out other repairs. You need to provide safe and unhindered access to your Premises.

30 Your obligations to the Network Distributor

- 30.1 It is important that you comply with any reasonable requests from your Network Operator in order to ensure the safety of your electricity and/or gas supply and the safety of others.

31 Contact details

Lumo Energy Australia Pty Ltd

Client Service Centre 8am-8pm, Monday to Friday 8am-5pm, Saturday	1300 11 5866
Fax	1300 136 891
Email	info@lumoenergy.com.au
Website	www.lumoenergy.com.au

National Head Office

Level 3, 565 Bourke St, Melbourne VIC 3000

Electricity Faults or Emergencies – 24 hours

Victorian Electricity Distribution Companies

Jemena North-west suburbs of Melbourne	13 16 26
CitiPower Melbourne CBD & inner suburbs	13 12 80
Powercor Western Victoria	13 24 12
SP Ausnet Eastern Victoria	13 17 99
United Energy Eastern & southern suburbs of Melbourne	13 20 99

Gas Emergencies – 24 hours Victorian Gas Distribution Companies	13 27 71
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Envestra Northern suburbs of Melbourne, Eastern Victoria & Mornington Peninsula	1800 676 300
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Multinet Eastern suburbs of Melbourne	13 26 91
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TRU Western suburbs of Melbourne & Western Victoria	13 67 07
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Essential Services Commission Level 2, 35 Spring St, Melbourne VIC 3000	9651 0222 www.esc.vic.gov.au
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Energy & Water Ombudsman GPO Box 469D, Melbourne VIC 3001	1800 500 509 www.ewov.com.au
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Sustainable Energy Centre Ground Floor, 215 Spring St, Melbourne VIC 3000	1300 363 744 www.sustainable-energy.vic.gov.au
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Information Victoria 356 Collins St, Melbourne VIC 3000	1300 366 356 www.information.vic.gov.au
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Energy Safe Victoria Level 3, 4 Riverside Quay, Southbank VIC 3006	03 9203 9700 www.esv.vic.gov.au
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Department of Human Services

Concessions 555 Collins St Melbourne 3000	1800 658 521 www.dhs.vic.gov.au
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Contact details

Lumo Energy (QLD) Pty Ltd

Client Service Centre 8am-8pm, Monday to Friday 8am-5pm, Saturday	1300 11 5866
Fax	1300 136 891
Email	info@lumoenergy.com.au
Website	www.lumoenergy.com.au

National Head Office

Level 3, 565 Bourke St, Melbourne VIC 3000

Electricity Faults or Emergencies – 24 hours

Victorian Electricity Distribution Companies

Energex South-east Queensland, Brisbane, Sunshine Coast, Gold Coast	13 62 62
Ergon Northern, Central and Southern Queensland	13 22 96
Country Energy NSW Border	13 20 80

Gas Leaks and Other Emergencies

Queensland Gas Distribution Companies

Envestra	1800 808 526
Queensland Competition Authority Level 19, 12 Creek Street, GPO Box 2257, Brisbane QLD 4001	07 3222 0555 www.qca.org.au
Energy Ombudsman Queensland PO Box 3640, South Brisbane QLD 4101	1800 662 837 www.eoq.com.au

Department of Communities 111 George Street, Brisbane Qld 4000	13 13 04 www.communities.qld.gov.au
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Concessions GPO Box 806, Brisbane Qld 4001	13 13 04 www.communityservices.qld.gov.au
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Contact details

Lumo Energy (SA) Pty Ltd

Client Service Centre 8am-8pm, Monday to Friday 8am-5pm, Saturday	1300 11 5866
Fax	1300 136 891
Email	info@lumoenergy.com.au
Website	www.lumoenergy.com.au

National Head Office

Level 3, 565 Bourke St, Melbourne VIC 3000

Electricity Faults or emergencies – 24 hours

South Australia Electricity Distribution Companies

ETSA Utilities	13 13 66
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Gas Leaks and Other Emergencies

South Australia Gas Distribution Companies

Envestra	1800 808 526
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Essential Services Commission of South Australia GPO Box 2605, Adelaide SA 5001	1800 633 592 www.escosa.sa.gov.au
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Energy Industry Ombudsman SA GPO Box 2947, Adelaide SA 5001	1800 665 565 www.eiosa.com.au
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Department of Communities and Social Inclusion (DCSI) GPO Box 292, Adelaide SA 5001	08 8226 8800 www.dfc.sa.gov.au
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Australian Energy Regulator (AER) GPO BOX 520, Melbourne VIC 3001	03 9290 1800 www.aer.gov.au
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...it's a summary of our obligations to you and yours to us.

Inside this booklet is some more nitty gritty info. Not as heavy as the terms & conditions, just important day-to-day info about your energy supply, payment options and things like that. Have a read when you get a chance.

