

here's our customer charter.

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

(NSW)



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

Summary of rights relating to charges and invoices – Negotiated Client Contract

NEW SOUTH WALES

When we supply you with energy and related services as a Small Retail Client, there are certain requirements that relate to charging and invoicing that we are required to tell you about. This statement is a summary of your rights with respect to the matters covered by Division 4 of Part 3 of:

- the Electricity Supply (General) Regulation 2001 (NSW); and
- the Gas Supply (Natural Gas Retail Competition) Regulation 2001 (NSW).

Capitalised words in this summary which are defined in your contract for the supply of energy and related services (Contract) have the same meaning as given to those words in the Contract.

This summary is for information purposes only and is not a legally binding contract.

1 Charges and Variations in Charges

- 1.1 The charges you pay us under your Contract are set out in the Energy Supply Agreement Schedule.
- 1.2 We may vary your charges:
 - (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 are 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.
- 1.3 If we are going to make such a variation, we will send you a notice setting out the particulars of the variation including the date on or after which the variation is to take effect being a date later than the date the notice is served and a statement of the new rates or the amount of the variation. The variation will not apply retrospectively. If we are permitted by IPART to notify you of a change in the energy prices in some other manner, we may do so.
- 1.4 Within 21 days of the Expiry Date we may issue you a Continuation Notice setting out the new energy prices that will apply if the Contract is extended.
- 1.5 If you do not wish to extend the Contract you must tell us, otherwise the Contract will be extended at the new prices.
- 1.6 If a variation in your charges takes effect part way through an Invoicing Cycle, the new price will be applied to all energy consumed during the Invoicing Cycle and discounted for the number of days in which the previous charges applied in accordance with the Regulatory Requirements.

2 Information to be Included in Client Invoices

- 2.1 We must include the following information in each invoice:
- (a) the Client's name, address (and any mailing address), invoice number, National Metering Identifier and checksum;
 - (b) the dates on which the invoicing period for the invoice began and ended;
 - (c) if a meter reading was recorded on either of those dates, particulars of the meter reading or readings;
 - (d) if a meter reading was not recorded on either of those dates, information to that effect;
 - (e) details of the quantity and rates of energy supplied or estimated to have been supplied in megajoules or kilowatt hours during the invoicing period;
 - (f) details of any applicable retail tariff codes and rates of charges;
 - (g) the amount of any credit received;
 - (h) details of any amount deducted, credited or received under any Government funded rebate or deferred payment plan (and details of the availability of such schemes);
 - (i) the total charges to be paid in respect of the invoice and the particulars necessary to enable those charges to be calculated which will include:
 - (i) details of the energy prices and network prices for energy sold and services provided; and
 - (ii) separate details of charges for any other services we have provided;
 - (j) the date by which the invoice must be paid;
 - (k) the amount of any overdue amount and the due date for payment of the overdue amount;
 - (l) the methods by which the invoice must be paid;
 - (m) details of a 24 hour contact number for faults and difficulties and the number available during business hours for invoicing and payment enquires;
 - (n) particulars of the average daily consumption of all energy supplied in megajoules or kilowatt hours during the invoicing period in respect of that invoice;
 - (o) if an invoice was rendered for the corresponding invoicing period in the previous year, particulars of the average daily consumption of all energy supplied during that previous invoicing period;
 - (p) if requested, particulars of any amount of security we hold;
 - (q) details of the availability of, costs of and refunds relating to, meter reliability tests;
 - (r) in community languages (including Arabic, Cantonese, Vietnamese, Italian, Greek and Spanish, and any other language approved by us after consultation with any relevant client consultative group), information about the availability of interpreter services for the languages concerned and telephone numbers for the services;
 - (s) If you have a complying generator installed under the NSW Solar Bonus Scheme:

- (i) the amount of electricity supplied to the distribution network by the small retail client during the invoicing period (or in the case of the first invoice to include such information—the amount of electricity supplied up to and during the invoicing period), and
 - (ii) the amount to be credited to the small retail client in respect of that electricity; and
- (t) if requested, the particulars of the components of charges that are network charges.

3 Frequency of Invoices

3.1 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

4 Estimated Invoices

4.1 We can estimate your consumption for up to 6 months if the meter is faulty (with an error in registration greater than that prescribed by an Regulatory Requirements from time to time) or the energy has been supplied without going through a meter.

4.2 If energy is supplied during a period, or part of a period, for which there is no meter reading, we will estimate the quantity of or demand for energy supplied for the period or part of the period. If we have been unable to obtain access to the meter we will estimate the consumption unless you have elected to pay an amount based on a determination made after we have obtained access to the meter.

4.3 The estimate will be based on your historical data if we have that data and otherwise on data for similar Clients calculated for the period covered by the invoice or on data you have provided.

4.4 You are liable to pay or entitled to receive a rebate for any estimated invoice that we issue but not entitled to the payment of interest on any overcharged amount.

5 Payment

5.1 You must pay the amount specified in the invoice in full by the Due Date specified in the invoice (being not less than 13 Business Days after the invoice is sent) and you may make payments in advance.

5.2 Subject to any Regulatory Requirements, we will not impose a charge for any method of payment except as agreed with us under this Contract.

5.3 We accept payment of the amount owing by any of the following payment methods:

- (a) by cash, cheque or credit card at an office or agent of ours;
- (b) by post by means of cheque or credit card;
- (c) by telephone by credit card;
- (d) by direct debit from a cheque, savings or credit card account; or
- (e) by any other method agreed with us.

5.4 Despite clause 5.3 above, you may agree under this Contract as to the methods of payment of amounts owing to us and any charges applicable to the method or methods.

5.5 If the invoice relates to other goods and services in addition to

energy, we will apply payment firstly to energy related charges unless you ask us to apply payment in some other manner.

6 Meter Testing

- 6.1 You may request us to test the meter in accordance with any Regulatory Requirements. We must do so and may charge you the reasonable cost of the test if the meter is found to be accurate. We can require you to pay for the test in advance and if you refuse, we are not obliged to test the meter. If the meter is found to be inaccurate we will replace the meter (or if you own the meter you must replace the meter) and we will credit any amount you have paid in advance for testing the meter on the next invoice. If the meter is found to be accurate and you have not paid for the test in advance the cost of the test will be debited on your next invoice.

7 Complaints About Invoices

- 7.1 If you complain about an invoice or related matters, we will consider the complaint. If we decide the invoice is correct you may request a meter test and pay a meter test fee which is refundable if the meter is faulty. If we determine that the invoice is incorrect we will refund any amount overpaid or request any amount underpaid as follows.

8 Undercharged Amounts

- 8.1 If we determine that we have undercharged you, we may recover it from you by listing the amount of the underpayment separately and explaining it in the next invoice. We cannot recover amounts attributable to periods more than 12 months before the date we notify you of the error, nor can we charge interest on the underpayment. If requested we will let you pay the amount undercharged over the same period of time as the undercharging occurred.

9 Overcharged Amounts

- 9.1 If we determine that we have overcharged you by more than \$25 we will inform you of the overcharging within 10 Business Days. If instructed to do so, we will refund you the amount plus interest in accordance with those instructions. Otherwise we will credit the amount plus interest on your next invoice. If we determine that we have overcharged you by less than \$25 we will credit the amount plus interest on your next invoice.

10 Invoicing Information

- 10.1 We will, on request and within a reasonable time, provide you with information regarding the current status of your invoice, meter reading and meter registrations connected to an invoice. We will provide this information free of charge. We will give you copies of past invoices, free of charge, unless the invoices are more than 2 years old or this is your second request within a year in which case We may make a reasonable charge.

11 No Access to Meter

- 11.1 If we or an Authorised Officer, is unable to obtain access to metering equipment for the purpose of determining the quantity of energy supplied, we must ask you to elect:
- (a) to pay an amount estimated in accordance with any Regulatory Requirements and to have that amount reconciled in the next invoice; or
 - (b) to pay an amount based on a determination by us after obtaining access to metering equipment.

12. Contact details

Lumo Energy (NSW) Pty Ltd

ABN: 92 121 155 011

Client Service Centre	1300 11 5866
8am-8pm, Monday to Friday	
8am-5pm, Saturday	
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

NSW Electricity Distribution Companies

Integral Energy	13 10 03
Greater Western Sydney, Illawara and the Southern Highlands	
Energy Australia	13 13 88
Sydney, Central Coast and Hunter regions	
Country Energy	13 20 80
All other areas	

Gas Emergencies 24 Hours	13 27 71
NSW Gas Distribution Companies	

Energy Australia	13 13 88
Country Energy	13 20 80

Independant Pricing and Regulatory Tribunal of NSW	02 9290 8400
Level 8, 1 Market St, Sydney NSW 2000	www.ipart.nsw.gov.au

Energy & Water Ombudsman	1800 246 545
Reply Paid 1343, Haymarket NSW 1239	www.ewon.com.au

...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.

