

# Here's our terms & conditions.

## Don't read them aloud, you may get funny looks.

Market Retail Contract  
(SA, NSW, VIC, QLD)



**A good light will help too. You don't want to strain your eyes.**

We know there's a lot to read, but it's important you do so there are no surprises.

# Market Retail Contract

Terms and Conditions for the Supply of Energy  
to Small Customers (SA, NSW, VIC, QLD)

## **Introduction**

This Contract sets out the terms and conditions under which we will supply you with Energy. It is called a Market Retail Contract and is applicable to Small Customers under the Regulatory Requirements. It is applicable to you if your Premises is in South Australia, New South Wales, Victoria or Queensland.

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.

More information about Lumo Energy is available at [lumoenergy.com.au](http://lumoenergy.com.au)



## Contents

1	The Parties	2
2	Definitions	2
3	Do these terms and conditions apply to you?	2
4	What is covered by this Contract?	2
5	When does this Contract commence and end?	2
6	What charges do I have to pay?	5
7	Billing	6
8	Paying your bill	8
9	Meters	8
10	Undercharging, overcharging and reviewing your bill	9
11	Creditworthiness	10
12	Security Deposits	10
13	When might I be placed on a shortened collection cycle?	10
14	Disconnection and Reconnection	11
15	Your general obligations	13
16	Liability	13
17	Notices and bills	15
18	Privacy	15
19	Complaints and dispute resolution	16
20	Events beyond your or our control	16
21	Retailer of last resort event	16
22	Applicable law	17
23	General	17
24	Interpretation	18
25	Dictionary	19



## 1 The Parties

This Contract is between Lumo Energy which 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

Capitalised terms used in this Contract have the same meanings as they have in the Dictionary section of this Contract or in the Regulatory Requirements (some of which are explained in simplified form in the Dictionary section of this Contract).

Where the simplified explanations given in the Dictionary section of this Contract differ from the definitions in the Regulatory Requirements, the definitions in the Regulatory Requirements prevail.

## 3 Do these terms and conditions apply to you?

These terms and conditions apply to you if:

- (a) you are a Small Customer; and
- (b) you are not seeking to be supplied under a Prepayment Meter Market Retail Contract; and
- (c) you request us to sell Energy to you at your Premises; and
- (d) you accept our offer to supply you with Energy.

## 4 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 Regulatory Requirements.
- (b) In return, you agree:
  - (i) to be responsible for charges for Energy supplied to the Premises until this Contract ends; and
  - (ii) to pay the amounts billed by us under this Contract; and
  - (iii) to meet your obligations under this Contract and the Regulatory Requirements.
- (c) 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.

## 5 When does this Contract commence and end?

### 5.1 When does this Contract commence?

This Contract commences on the date that you accept our offer to supply you with Energy (**Commencement Date**).

If you are currently supplied by another Retailer, then by entering into this Contract you have given your consent to transfer the responsibility for supply from that Retailer to us. You will continue to be supplied by that Retailer until the transfer to us is complete.

## 5.2 When does supply start?

Supply under this Contract will start on the date:

- (a) you have satisfied any pre-conditions set out in the Regulatory Requirements, including giving us Acceptable Identification for billing purposes; and
- (b) metering equipment has been installed (if required) at the Premises which complies with the Regulatory Requirements; and
- (c) we become responsible for the Energy supplied at the Premises for the purposes of settlement of a relevant wholesale Energy market under the Regulatory Requirements.

## 5.3 Cooling Off Period

- (a) You have a right to cancel this Contract:
  - (i) within 10 Business Days of the Commencement Date or the date we have given you all the information that the Regulatory Requirements prescribe, whichever is the later; or
  - (ii) where applicable, within such longer period as the Australian Consumer Law prescribes (**Cooling Off Period**).
- (b) You may exercise your right to cancel this Contract within the Cooling Off Period despite agreeing to, or accepting, the Contract. You may do so by informing us orally or in writing of your intention to withdraw from the Contract.
- (c) We will keep a record of any cancellation made within the Cooling Off Period.

## 5.4 When does this Contract end?

- (a) If you are moving out, selling or otherwise vacating your Premises, you must notify us that you intend to vacate the Premises and provide your forwarding address to us so we can send you your final bill. Any notification you give us will be taken to be a notice given under subclause 5.4(b) (iii) of this Contract.
- (b) This Contract ends:
  - (i) subject to clause 5.6, on the Expiry Date; or
  - (ii) if you give us a notice under clause 5.3 during the Cooling Off Period – on the date that we receive that notice; or
  - (iii) if you notify us that you wish to end the Contract, for example because you are vacating the Premises, –subject to clause 5.4(c), 10 Business Days after we receive your notification; or
  - (iv) if we or your Distributor reclassify you as no longer being a Small Customer and—
    - A. you have told us of a change in the use of your Energy, subject to clause 5.4(c), on a date specified by us by notice to you, which will be at least 5 Business Days from the date of our notice; or
    - B. you have not told us of a change in the use of your Energy, subject to clause 5.4(c), –from the time of the change in use; or
  - (v) on the date that we both agree to end this Contract; or

- (vi) on the date that a new retail contract for your Energy supply starts (whether with us under a different contract or with a different Retailer); or
  - (vii) on the date that a new Customer's contract to buy Energy for the Premises starts; or
  - (viii) 10 Business Days from the date of Disconnection of your Premises (if you have not met the requirements in the Regulatory Requirements for Reconnection); or
  - (ix) 10 Business Days from the date that we send you a notice that we intend to end this Contract because you have been subject to a Change in Control; or
  - (x) 5 Business Days from the date that we send you a notice that we intend to end this Contract because you are bankrupt or insolvent; or
  - (xi) if a Retailer of Last Resort (RoLR) Event occurs, on the date that you are transferred to another Retailer under the relevant RoLR Scheme or as otherwise prescribed by the Regulatory Requirements or the RoLR Scheme applicable in the State in which your Premises is located.
- (c) 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 subclauses 5.4(b)(i), (iii), (iv), (ix) or (x) until we have issued you a final bill and you have paid any outstanding amount for the sale of Energy.

## 5.5 What happens if the Contract terminates?

- (a) If this Contract is terminated under subclauses 5.4(b)(iii) to 5.4(b)(x) and your Schedule contains an Exit Fee (only some of our energy plans contain Exit Fees), we may charge you an Exit Fee where we are permitted by the Regulatory Requirements.
- (b) 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.
- (c) If this Contract is terminated or otherwise ends, we may disconnect your Energy supply after we have complied with applicable procedures required by the Regulatory Requirements.
- (d) If this Contract applies to more than one Premises and it is terminated in respect of one or some of those Premises, it will continue in relation to each other Premises.

## 5.6 Expiry of term

- (a) At least 20 but no more than 40 Business Days before the Expiry Date, we will send you a notice that the Contract is due to end.
- (b) Any notice given under clause 5.6(a) will contain the information prescribed by the Regulatory Requirements about the implications of reaching the Expiry Date.
- (c) In a notice given under clause 5.6(a), we may offer to extend the term of this existing Contract beyond the Expiry Date (Continuation Notice). Any Continuation Notice will specify what tariffs, terms and conditions will apply to you beyond the Expiry Date.
- (d) After the Expiry Date, this Contract will continue in full force and effect in relation to the Premises, at the tariffs and on the terms and conditions notified to you in any

Continuation Notice, unless by then You have entered into another Energy supply contract for the Premises with us or transferred to another Retailer.

## 6 What charges do I have to pay?

### 6.1 What charges apply?

- (a) You must pay us for the Energy we sell to you at the Premises and for any other goods or services we provide to you at the tariffs set out in the Schedule (**Energy Charges**).
- (b) You must pay us any additional retail charges and other fees or charges specified in this Contract, the Schedule or otherwise permitted to be recovered under the Regulatory Requirements.
- (c) You must pay us for any charges that we pay on your behalf to:
  - (i) your Distributor for connection charges or other goods or services (including those that you request); and
  - (ii) any other person, such as Australian Energy Market Operator, for goods or services (including those that you request).

### 6.2 How can my Energy Charges change?

- (a) We may vary your Energy Charges, and by agreeing to this Contract, you consent to us varying your Energy Charges if:
  - (i) a Relevant Event occurs and it causes our costs to increase. If so, we will give you written notice as soon as practicable, and in any event:
    - A. if your Premises is in South Australia, New South Wales or Victoria, no later than your next bill; or
    - B. if your Premises is in Queensland, at least 10 Business Days before the variation to your Energy Charges is to apply to you;
  - (ii) your use and/or consumption of Energy changes in a material way or there is a change in your Meter type and we and/or your Distributor place you in a new tariff category. If so, we will give you written notice as soon as practicable, and in any event:
    - A. if your Premises is in South Australia, New South Wales or Victoria, no later than your next bill; or
    - B. if your Premises is in Queensland and the change results in:
      - a. an increase to your Energy Charges, at least 10 Business Days before the variation to your Energy Charges is to apply to you; or
      - b. a decrease to your Energy Charges, as soon as practicable, and in any event, no later than your next bill; and / or
  - (iii) subject to clauses 6.2(b) and (c), for any other reason by giving you notice in writing. (Variation Notice).
- (b) Where we vary your Energy Charges under clause 6.2(a)(iii) and your Contract includes an Exit Fee, we will only vary your Energy Charges if your Energy Charges do not exceed our prevailing Standing Offer Tariffs.
- (c) Where we vary your Energy Charges under clause 6.2(a)(iii), we will send you a Variation Notice as soon as practicable, and in any event:

- (i) if your Premises are in South Australia, New South Wales or Victoria, no later than your next bill; or
- (ii) if your Premises are in Queensland, at least 10 Business Days before the variation to your Energy Charges is to apply to you.

### **6.3 Changes to charges during a Billing Cycle**

If your Energy Charges change during a Billing Cycle, we will calculate your next bill on a proportionate basis in accordance with the Regulatory Requirements.

### **6.4 GST**

- (a) Amounts specified in the Schedule from time to time and other amounts payable under this Contract may be stated to be exclusive or inclusive of GST. Clause 6.4(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.
- (c) Subject to receipt of an effective tax invoice, you must pay us all applicable GST at the same time as you pay our bill.

## **7 Billing**

### **7.1 General**

- (a) We will normally send a bill for charges payable under this Contract to you every three months or otherwise after the end of each Billing Cycle.
- (b) Bills we send to you (your bills) will include the matters that we are required to include under the Regulatory Requirements such as:
  - (i) the National Metering Identifier (for electricity) or Metering Identification Registration Number (for Gas) for your Premises;
  - (ii) your relevant Energy Charges;
  - (iii) what you have to pay us;
  - (iv) the Due Date;
  - (v) your payment options; and
  - (vi) contact details to make enquiries and report faults.

### **7.2 How will my bill be calculated?**

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 Regulatory Requirements); 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.

### 7.3 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.
- (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 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.
- (e) If your Premises is in Victoria and you have a Smart Meter, despite subclauses 7.3(a) to (d), if we are not able to reasonably or reliably base a bill on Actual Metering Data collected from your Smart Meter for each trading interval, we may provide you with a bill that is either:
  - (i) prepared using estimated and/or substituted metering data in accordance with the Regulatory Requirements; or
  - (ii) if estimated and/or substituted metering data is not available, prepared based on your historical billing or metering data or, where we do not have your historical billing or metering data, the average usage of energy by a comparable customer over the corresponding period covered by the estimated bill.

### 7.4 Your historical billing information

- (a) Subject to clause 7.4(b) below, upon request, we must give you information about your billing history and metering data for the previous 2 years free of charge in accordance with the Regulatory Requirements. However, we may charge you if we have already given you this information in the previous 12 months, or if you require information going back more than 2 years, if we are permitted to do so by the Regulatory Requirements.
- (b) If your Premises is in Victoria and you have a Smart Meter and you request historical billing data or metering data, we will provide interval data electronically, or by some other form, in a way which makes the information understandable or accessible to you.

### 7.5 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.

## 8 Paying your bill

### 8.1 What you have to pay

- (a) You must pay to us the amount shown on each bill by the date for payment (the **Due Date**) on the bill. The Due Date will be no earlier than 13 Business Days from the date on which we issue your bill.
- (b) To the extent permitted by the Regulatory Requirements, you must also pay us for any fees paid by us where:
  - (i) the payment method chosen by you causes us to incur a merchant service fee; or
  - (ii) your payment is dishonoured or reversed.

### 8.2 Issue of Reminder Notices

If you have not paid your bill by the Due 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.

### 8.3 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 if you have been convicted of an offence involving the illegal use of Energy in the previous 2 years.
- (c) If you are a Business Customer, we must consider any reasonable request from you to enter into a Payment Plan, but we may impose an additional retail charge on you if you enter into a Payment Plan.
- (d) Additional protections may be available to you under our Customer Hardship Policy and under the Regulatory Requirements if you are a Customer experiencing payment difficulties due to hardship. A copy of our Customer Hardship Policy is available on our website.

### 8.4 Late payment

In addition to other remedies set out in this Contract, if you have not paid a bill by the Due Date, to the extent permitted by the Regulatory Requirements:

- (a) we may require you to pay a late payment fee;
- (b) we may require you to pay Interest on the unpaid amount; and/or
- (c) we may charge you any costs incurred by us in recovering the unpaid amount from you.

## 9 Meters

- (a) You must allow safe and unhindered access to your Premises for the purposes of reading and maintaining the Meters (where relevant).
- (b) You must advise us immediately if you become aware of a potential safety hazard at your Premises and provide us or our representative with adequate protection.
- (c) 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.

## **10 Undercharging, overcharging and reviewing your bill**

### **10.1 Undercharging**

- (a) If we have undercharged you, we may recover the undercharged amount from you. However:
  - (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;
  - (iii) unless the undercharge is your fault, or results from your unlawful act or omission, we will not recover from you more than what you have been undercharged in the 9 months immediately before we notify you of the undercharging.

### **10.2 Overcharging**

- (a) Where you have been overcharged by less than \$50 (or such other amount as determined in accordance with the Regulatory Requirements), 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 such other amount as determined in accordance with the Regulatory Requirements) 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.

### **10.3 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 and the Regulatory Requirements.
- (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. You will be liable for the cost of the check or test if no problem is identified with the Meter, Meter reading or Metering Data. If your Premises is in South Australia or New South Wales, we may request payment 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.
- (d) Where, after conducting a review of the bill or arranging for a metering check or test, we are satisfied that:
  - (i) the bill is correct or the Meter is not faulty or operating incorrectly, you must pay the amount of the disputed bill (if any) that is still outstanding; or
  - (ii) the bill is incorrect or the Meter is faulty or not operating correctly:
    - A. we will adjust the bill in accordance with clauses 10.1 or 10.2 (as applicable);
    - B. you must pay any amount in dispute that remains outstanding; and

- C. we will refund (or set off against any current outstanding amount in dispute) any amount paid by you in advance to procure the Meter test.

## **11 Creditworthiness**

- (a) You consent to us conducting a credit assessment on you by obtaining a credit check of your credit history and to using any other information we are permitted by law to use to establish your creditworthiness.
- (b) To the extent permitted by law, we may disclose your Personal Information to a credit reporting agency to obtain a consumer credit report about you if you have applied for consumer or commercial credit.
- (c) If we are not satisfied with your creditworthiness we may require you to provide a Security Deposit under clause 12.

## **12 Security Deposits**

### **12.1 Security Deposit**

We may require that you provide a Security Deposit if permitted by the Regulatory Requirements. We will pay you interest on any Security Deposit at the Bank Bill Rate, or as prescribed by the Regulatory Requirements, in accordance with the Regulatory Requirements.

### **12.2 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 in relation to failures to pay your bill including where:
  - (i) 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.

### **12.3 Return of Security Deposit**

- (a) We must return your Security Deposit and any accrued interest in the following circumstances:
  - (i) you complete 1 year's payment (in the case of Residential Customers) by the Due 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.

## **13 When might I be placed on a shortened collection cycle?**

We may place you on a shortened collection cycle if you agree or:

- (a) if you are a Residential Customer, you are not experiencing payment difficulties; and
- (b) if we have given you a Reminder Notice or a Disconnection Warning Notice for two consecutive bills; and
- (c) if before the second reminder or warning notice, we have given you a notice containing the information prescribed by the Regulatory Requirements, including that:

- (i) receipt of a second reminder or warning notice may result in you being placed on a short collection cycle;
- (ii) being on a shortened collection cycle means you will not receive a Reminder Notice until you have paid 3 consecutive bills in your Billing Cycle by the Due Date;
- (iii) failure to make a payment may result in arrangements being made for Disconnection of the supply of Energy without a further Reminder Notice;
- (iv) alternative payment arrangements may be available; and
- (v) you may obtain further information from us (on a specified telephone number).

## **14 Disconnection and Reconnection**

### **14.1 When can we arrange for Disconnection?**

Subject to us satisfying the requirements in the Regulatory Requirements, we may arrange for the disconnection of your Premises if:

- (a) you do not pay your bill by the Due Date and you:
  - (i) fail to comply with the terms of an agreed Payment Plan; or
  - (ii) if you are a Residential Customer, 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) there has been illegal or fraudulent use of Energy at your Premises in breach of clause 15.5 of this Contract; or
- (e) we are otherwise entitled or required to do so under the Regulatory Requirements or by law.

### **14.2 Notice and warning of Disconnection**

Before disconnecting your Premises, we must comply with relevant warning notice requirements and other provisions in the Regulatory Requirements. 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 clause 14.3(b), your Premises may not be disconnected during the following times (the protected period):
  - (i) on a Business Day before 8.00am;
  - (ii) on a Business Day:
    - A. if your Premises is in South Australia, New South Wales or Queensland, or if your Premises is in Victoria and you are a Business Customer, after 3.00pm; or
    - B. if your Premises is in Victoria and you are a Residential Customer, after 2pm; or

- (iii) on a Friday or the day before a public holiday; or
  - (iv) on a weekend or a public holiday; or
  - (v) on the days between 20 December and 31 December (both inclusive) in any year; or
  - (vi) if your Premises is in South Australia, New South Wales or Queensland and you are being disconnected under clause 14.1(a), during an extreme weather event; or
  - (vii) at any other time prescribed by the Regulatory Requirements.
- (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 the clause of your Customer Connection Contract which deals with interference with Energy equipment; or
  - (v) if you request us to arrange Disconnection within the protected period; or
  - (vi) if your Premises contains 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; or
  - (viii) under any other circumstance prescribed by the Regulatory Requirements.
- (c) If you have a Dual Fuel Contract, we will not disconnect your supply of electricity until at least 15 Business Days have elapsed since we disconnected your supply of Gas.
- (d) We will not disconnect you if the Regulatory Requirements prevent us from doing so.

#### **14.4 Compliance with Regulatory Requirements**

You must comply with our reasonable requests in accordance with our procedures and the Regulatory Requirements so that we can disconnect or reconnect your Premises under this Contract.

#### **14.5 Reconnection after Disconnection**

- (a) We must request your Distributor to reconnect your Premises within any timeframes prescribed by the Regulatory Requirements, 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) For the purposes of subclause 14.5(a)(ii), if your Premises is in Victoria, you are eligible for a Utility Relief Grant and you apply for such a grant within 10 Business Days of Disconnection, then you will be taken to have rectified the matter that led to the Disconnection.
- (c) We may terminate this Contract 10 Business Days following Disconnection if you do not meet the requirements in clause 14.5(a).

## **15 Your general obligations**

### **15.1 Full information**

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.

### **15.2 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).

### **15.3 Life Support Equipment**

- (a) If a person living at your Premises requires Life Support Equipment, you must register the Premises with us or your Distributor. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for Life Support Equipment at the Premises.
- (b) You must tell us or your Distributor if the Life Support Equipment is no longer required at the Premises.

### **15.4 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.

### **15.5 Illegal and fraudulent 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 Regulatory Requirements; or
- (e) tamper with, or permit tampering with, any Meters or associated equipment.

## **16 Liability**

### **16.1 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) Notwithstanding any other provision of this Contract, nothing in this Contract is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.
- (d) Unless we have acted in bad faith or negligently, the Regulatory Requirements exclude 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.
- (e) Notwithstanding any other provision of this Contract and to the extent we are permitted by law to do so, our liability in relation to the supply of goods or services not of a kind ordinarily acquired for personal, domestic or household use or consumption for breach of a consumer guarantee under the Australian Consumer Law is limited to:
  - (i) in the case of Energy, the replacement of the Energy or the supply of equivalent Energy; or the payment of the cost of replacing the Energy or of acquiring equivalent Energy; or
  - (ii) in the case of services, the supply of the service again; or the payment of the cost of having the services supplied again.
- (f) Notwithstanding any other provision of this Contract and to the fullest extent permitted by law, equity or statute we (including our employees, agents and contractors) are not liable to you for damages of any kind whatsoever (whether at law, equity, under statute or otherwise) including, without limitation, damages caused by, arising from or relating to:
  - (i) any failure or defect in the supply of Energy caused by machinery and equipment breakdown or causes beyond our control;
  - (ii) any delay in connecting your Premises to the Distribution System;
  - (iii) any deficiency or defect in the service equipment of any part of the Energy supply system;
  - (iv) any characteristic of the Energy supply (such as the voltage or frequency) which makes it unsuitable for use; or
  - (v) an Interruption to supply not caused by us or permitted under this Contract, provided that nothing in this clause 16.1 (f) shall limit our liability to you for breach of this Contract or negligence by us.

## 16.2 Customer indemnity

- (a) You must ensure that your actions will not do anything that will cause harm or impose any liability on us.
- (b) You must indemnify us for any claims against us by any person for acts or omissions by you in connection with this Contract or arising from the supply of Energy to you under this Contract including, without limitation, claims caused by, arising from or relating to:
  - (i) your use of Energy beyond the Meter; or

- (ii) your having permitted Energy to leave the Premises and re-enter the Distribution System (such as where you have a solar generator), provided that the amount which we may recover from you under your indemnity is limited to that amount which we would otherwise have been able to recover at general law for breach of contract or negligence by you in respect of this Contract.
- (c) You must take reasonable precautions to minimise the risk of loss or damage to any equipment, premises or business, which may result from poor quality, or reliability of Energy supply.

## **17 Notices and bills**

- (a) Notices and bills under this Contract must be sent in writing, unless this Contract or the Regulatory Requirements say otherwise:
  - (i) to you at the address nominated by you; or
  - (ii) to a person authorised in writing by you to act on your behalf at the address specified by you.
- (b) The address nominated by you under clause 17(a) may be an email address.
- (c) 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 3 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.
- (d) 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**

- (a) We respect your privacy. However, to assist us in the supply of Energy and other products and services to you, we may need to collect Personal Information about you. This may be sensitive information (such as that you have life support equipment at your Premises).
- (b) We may disclose your Personal Information to people we engage to assist us delivering Energy to you such as debt collection agencies, authorised representatives, government or regulatory bodies, agents and contractors, your Distributor and other Retailers.
- (c) We may also disclose your Personal Information to credit reporting agencies in certain circumstances.
- (d) We may contact you as part of our ongoing quality assurance program.
- (e) We will comply with all relevant privacy legislation in relation to your Personal Information. You can find our privacy policy on our website. Our privacy policy contains information about how you may access the Personal Information relating to you and ask for it to be corrected. Our privacy policy also contains information about how you can make a privacy-related complaint and about how we will deal with such a complaint. If you have any questions, you can contact our privacy officer.

## **19 Complaints and dispute resolution**

### **19.1 Queries, complaints or disputes**

If you have a query, complaint or dispute associated with this Contract, you may contact us at lumoenergy.com.au or call us on 1300 115866.

### **19.2 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 and can be provided to you on request.

### **19.3 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
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Ombudsman.

## **20 Events beyond your or our control**

### **20.1 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 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 Regulatory Requirements to provide relevant information (including your name, billing address and metering identifier) to the retailer who is appointed under the Regulatory Requirements to replace us as your energy retailer and this Contract will come to an end.

## **22 Applicable law**

This Contract shall be governed by, and construed in accordance with, the laws of the State in which the Premises is located.

## **23 General**

### **23.1 Benefit replacement**

If the Schedule specifies a benefit which is provided to you (for example, a program which provides discounts or promotional offers in relation to goods and services offered by third party suppliers), we may replace that benefit at any time with a reasonably comparable benefit. If however we are unable to provide any reasonably comparable benefit, you may terminate this Contract at any time and will not be required to pay us an Exit Fee, if one would otherwise be payable.

### **23.2 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.

### **23.3 Amending this Contract**

Unless otherwise specifically provided for under this Contract, any variation to the Contract (including the Schedule) must be agreed to by both parties.

### **23.4 Assignment**

- (a) You may not assign this Contract without our prior written consent.
- (b) We may assign, or otherwise dispose of the whole or any part of our interest in this Contract to a person who acquires all or a substantial portion of the assets of our business of retailing Energy without your prior consent.

### **23.5 Costs**

Each party must comply at their own cost with the requirements of any Regulatory Requirements expressed to apply to that party.

### **23.6 Entire agreement**

This Contract represents the entire contract between you and us and supersedes all prior arrangements or understandings between you and us.

### **23.7 Survival**

Clauses 5.5, 6, 7, 8, 9, 10, 12.3, 14, 15.5, 16, 18, 19, 21 and 23.7 will survive termination of this Contract.

### **23.8 Invalidity**

If any term or clause of this Contract is or becomes invalid or is unenforceable, then the other terms will remain valid and will be unaffected for the duration of this Contract.

### **23.9 No Waiver**

If we do not exercise our rights under this Contract it will not constitute a waiver of those rights.

## 24 Interpretation

- (a) In this Contract, reference to:
  - (i) the singular includes the plural and the plural includes the singular;
  - (ii) a person includes a body corporate;
  - (iii) a party includes the party's executors, administrators, successors and permitted assigns and if a party consists of more than 1 person, this Contract binds each of them separately and any 2 or more of them jointly;
  - (iv) a statute, regulation, code or other law or a provision of any of them includes:
    - A. any amendment or replacement of it; and
    - B. another regulation or other statutory instrument made under it, or made under it as amended or replaced;
  - (v) "including" and similar expressions are not words of limitation; and
  - (vi) headings and any table of contents or index are for convenience only and do not form part of this Contract or affect its interpretation.
- (b) If there is an inconsistency between these terms and conditions and the Schedule, the terms of the Schedule will prevail.
- (c) If this Contract imposes an obligation on us which exceeds the obligations applying under the Regulatory Requirements in a particular State then we may comply with that lesser obligation in place of complying with the greater obligation under this Contract.
- (d) If this Contract imposes an obligation on a party and compliance by that party with that obligation would cause that party to breach the Regulatory Requirements applying in a particular State then the party need not comply with that obligation to the extent necessary to avoid breaching the Regulatory Requirements applying in that State.

## 25 Dictionary

In this Contract:

**Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth);

**Bank Bill Rate** means a daily published rate no less than the pre-tax rate we would earn over the period we retain the Security Deposit if it were invested in bank bills that have a term of 90 days;

**Billing Cycle** means the regular recurrent period for which you receive a bill from us;

**Business Customer** means a Customer that is not a Residential Customer;

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

**Change in Control** means, in relation to an entity, an event the occurrence of which has the effect that:

- (a) if a person controlled the entity prior to the time the event occurred, the person ceased to control the entity or another person obtained control of the entity;
- (b) if no person controlled the entity prior to the time the event occurred, a person obtained control of the entity; or
- (c) if the entity is owned or controlled by a group or consortium of persons, or if the group or consortium could control the entity were they to act collectively, there is any material change in the composition of the group or consortium;

For the purposes of this definition, **control** and **controlled** have the meaning given in section 50AA of the Corporations Act 2001;

**Commencement Date** has the meaning set out in clause 5.1 of this Contract;

**Commission** means the Essential Services Commission under the Essential Services Commission Act 2001 (Vic);

**Continuation Notice** has the meaning set out in clause 5.7(c) of this Contract;

**Contract** means the terms and conditions set out in this document and any Schedule or annexure to it;

**Cooling Off Period** has the meaning set out in clause 5.3(a) of this Contract;

**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** means the person who operates the system that connects your Premises to the distribution network;

**Dual Fuel Contract** means:

- (a) a Market Retail Contract between you and us for the sale of both electricity and Gas; or
- (b) two Market Retail Contracts between you and us, one for the sale of electricity and the other for the sale of Gas, under which a single bill is issued;

**Due Date** has the meaning set out in clause 8.1(a) of this Contract;

**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 or both, as the context requires;

**Energy Charges** means those charges specified in clause 6.1(a);

**Exit Fee** means the Exit Fee set out in the Schedule, if any, and calculated in accordance with the Regulatory Requirements;

**Expiry Date** means the date set out in the Schedule;

**Force Majeure Event** has the meaning set out in clause 20.1 of this Contract;

**GST** has the meaning given in the GST Act (A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations);

**Interest** means interest at the interest rate approved by the Relevant Authority or prescribed by the applicable Regulatory Requirements in the relevant State or if no such rate is prescribed, the Reserve Bank of Australia cash rate plus 2% per annum;

**Lumo Energy** means:

- (a) Lumo Energy (SA) Pty Ltd ABN 61 114 356 697, if your Premises is in South Australia;
- (b) Lumo Energy (NSW) Pty Ltd ABN 92 121 155 011, if your Premises is in New South Wales;
- (c) Lumo Energy Australia Pty Ltd ABN 69 100 528 327, if your Premises is in Victoria; and
- (d) Lumo Energy (QLD) Pty Ltd ABN 63 114 356 642, if your Premises is in Queensland;

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

**National Energy Retail Rules** means the rules made under the National Energy Retail Law;

**Ombudsman** means:

- (a) if your Premises is located in South Australia: the Energy Industry Ombudsman of South Australia;
- (b) if your Premises is in New South Wales: the Energy and Water Ombudsman of New South Wales;
- (c) if your Premises is in Victoria: the Energy and Water Ombudsman of Victoria; and
- (d) if your Premises is in Queensland: the Energy Ombudsman of Queensland;

**Personal Information** means information or opinion about you from which your identity is apparent or can be reasonably ascertained;

**Premises** means the premises where you take supply of Energy from us as specified in the Schedule to this Contract;

**Regulatory Requirements** means all rules, regulations, codes, statutes, guidelines, licences, legislation, orders in council, tariffs, proclamations, directions or standards applicable where Your Premises is located that relate to the supply of electricity, gas or both as the case may be, including:

- (a) in South Australia, New South Wales or Queensland: the National Energy Retail Rules; and
- (b) in Victoria: the Energy Retail Code published by the Essential Services Commission of Victoria;

**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;

**Relevant Event** means the introduction or happening of any of the following or a change to any of the following after the Commencement Date:

- (a) any tax, levy or duty that is imposed or passed on to us by any government or semi-governmental body or regulatory requirement (including, without limitation, consumption, goods and services or value added tax, production tax, energy tax, fuel tax credit, carbon tax or carbon price or greenhouse gas emissions tax or environmental tax); or
- (b) any cost, levy or charge incurred by or passed on to us:
  - (i) in connection with participating in the national electricity market or the Gas retail market; and/or
  - (ii) in connection with the acquisition of electricity or Gas or the retail of electricity or Gas (including the cost of price movements in the wholesale markets, a change in your metering arrangements, the cost of complying with a change in the Regulatory Requirements, a carbon pricing mechanism (whether fixed or floating price) or similar scheme, the cost of complying with obligations to acquire electricity from renewable (or low emission) sources and the cost associated with any energy efficiency, smart metering or similar scheme); and/or
  - (iii) by your Distributor; or
- (c) any event which constitutes a Force Majeure Event under a third party contract to which we are a party;

**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;

**RoLR Event** means an event which triggers the operation of a retailer of last resort scheme under the Regulatory Requirements applicable in the State where the Premises is located;

**Schedule** means the offer document that accompanies this Contract which contains your details, all or any special conditions and the prices applicable to you under this Contract;

**Security Deposit** means an amount of money paid to us as security against non-payment of a bill in accordance with the Regulatory Requirements;

**Small Customer** has the meaning given to that term in the State in which the Premises is located under the applicable Regulatory Requirements and at the time of publishing this Contract means:

- (a) if your Premises is in New South Wales or Queensland:
  - (i) a Residential Customer; or
  - (ii) a Business Customer that consumes or is expected to consume less than 100 MWh of electricity and/or 1000 GJ of Gas per annum;
- (b) if your Premises is in South Australia:
  - (i) a Residential Customer; or
  - (ii) a Business Customer that consumes or is expected to consume less than 160 MWh of electricity and/or 1000 GJ of Gas per annum; and
- (c) if your Premises is in Victoria:
  - (i) a Residential Customer; or
  - (ii) a Business Customer that consumes or is expected to consume less than 40 MWh of electricity and/or 1000 GJ of Gas per annum; and

**Standing Offer Tariffs** means the tariffs we charge Small Customers for the supply of Energy under our standard retail contracts, which are available on our website at [www.lumoenergy.com.au](http://www.lumoenergy.com.au);

**Variation Notice** has the meaning set out in clause 6.2(a)(iii) of this Contract.



## **Customer Service Centre**

8am-8pm, Monday to Friday

8am-5pm, Saturday

Call 1300 11 5866

[lumoenergy.com.au](http://lumoenergy.com.au)

Lumo Energy Australia Pty Ltd ABN 69 100 528 327

Lumo Energy (NSW) Pty Ltd ABN 92 121 155 011

Lumo Energy (QLD) Pty Ltd ABN 63 114 356 642

Lumo Energy (SA) Pty Ltd ABN 61 114 356 697