



CUSTOMER TERMS AND CONDITIONS

JULY 2021

VERSION 1.02

KOGAN ENERGY TEL 1300 005 123 INFO@KOGANENERGY.COM.AU

PO BOX 1639 | MELBOURNE | VICTORIA | 3001

1. The Gist and cooling off period

- a. This Agreement is about the sale of Energy to you as a Small Customer at your Premises. It is a market retail contract that starts on the day you have accepted the offer we have made to you on the terms of this Agreement.
- b. Even after you have accepted this Agreement, you can withdraw and cancel it during the 10 Business Day cooling off period by calling us on 1300 265 375 or writing to us at Kogan Energy, PO Box 1639, Melbourne, VIC 3001. The cooling off period starts the first Business Day after you receive your Welcome Pack. If you do so, this Agreement will end immediately, and we'll keep a record of your cancellation.

2. The Parties

This Agreement is between:

Powershop Australia Pty Ltd who sells Energy to you under the name Kogan Energy at your Premises (in this Agreement referred to as “we”, “our” or “us”); and **You**, the Customer to whom this Agreement applies (in this contract referred to as “you” or “your”).

If more than one person is named as a Customer on an account, each person named is individually responsible for meeting all the responsibilities under this Agreement, including the requirement to pay all Prices. You as a Customer can nominate someone to be a secondary account holder in relation to your account. This means that they can operate your account with us and give us instructions in respect of that account as if they were you, and you are responsible for their actions.

3. Do these terms and conditions apply to you?

3.1 These are our terms and conditions

These terms and conditions form part of our Agreement with you for the sale of Energy at your Premises. In addition to these full terms and conditions, upon signing up with us we will give you various other documents which are part of your Agreement, including Pricing Statement and Important Information which details the Prices that will apply to the Agreement, and details of any discounts or benefits that will apply to those Prices. These will be included in your Welcome Pack.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- a. you're a Residential Customer; or
- b. you're a Residential Customer or a Business Customer who is a Small Customer (and where we have not agreed that your Premises are to be aggregated for the purposes of determining whether or not you are a Small Customer, in which case our Large Customer Contract or Multi-Site Customer Contract would apply);
- c. you request us to sell Energy to you at your Premises; and
- d. you give us your explicit informed consent to enter into a market retail contract.

3.3 Electricity or gas

This Agreement can apply to electricity or gas (referred to as Energy throughout this Agreement), but some terms may be expressed to apply to one or the other. If we are your retailer for both electricity and gas, you have a separate agreement with us for each of them (one for your electricity and the other for your gas).

3.4 More than one Premises

If we supply you Energy at more than one Premises, then we have a separate agreement with you for each Premises.

3.5 Ceasing to be a Small Customer

- a. Your Distributor determines whether you're a Small Customer and we determine whether you're a Business Customer or Residential Customer. It's your responsibility to tell us if the amount of Energy you use changes significantly. This is because you may no longer be classified as a Small Customer.
- b. You also must tell us if:
 - i. you're a Residential Customer and you stop purchasing Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our business market offers); or
 - ii. you're a Business Customer and you start to purchase Energy at your Premises principally for personal, household or domestic use (as you'll need to change to one of our residential market offers).
- c. If you're no longer a Small Customer at your Premises then we may, acting reasonably:
 - i. charge you for the Energy supplied at your Premises at the rates and charges that we consider necessary to recover from you all costs we incur in connection with selling you that Energy plus any amount that we consider would have been charged had the appropriate arrangement been in place, at our discretion; and
 - ii. notify you that, if you don't enter into an alternative arrangement with us within 20 Business Days of our notice, we may have your Premises disconnected and you'll have no right of reconnection.

4. What is the term of this Agreement?

4.1 When does this Agreement start?

This Agreement starts on the day you have accepted an offer we have made to you on the terms of this Agreement. Our obligation to start selling you Energy starts when:

- a. you have provided us with all of the information and consents we have reasonably requested from you;
- b. your cooling off period has expired;
- c. if you're transferring to us from another retailer, the market transfer has been processed; and
- d. your Premises is connected to the Distribution Network.

4.2 When can we cancel or vary this Agreement before we start to sell you Energy?

- a. We may cancel or vary this Agreement (including by giving you new terms and Prices) before we start selling you Energy if: you're not eligible for an offer we have made to you (e.g. we don't have market contract rates for your meter type in your distribution area or you don't meet the eligibility criteria for a certain offer); or
- b. you don't agree to a credit check or you don't meet our credit requirements to the extent permitted by the Regulatory Requirements; or
- c. any information in your Welcome Pack is incorrect.

If we cancel the Agreement, we'll let you know.

If after we start to sell you Energy we identify that you are not eligible or have become ineligible for the offer you are on (e.g. you don't meet the eligibility criteria), then we may terminate or vary this Agreement (including by giving you new terms and Prices). If we do so we will provide you with notice in accordance with Regulatory Requirements.

4.3 When does this Agreement end?

- a. We have two types of agreements: those with a fixed term and those which are ongoing until you or we end. Your Pricing Statement will set out what type of Agreement you're on (e.g. fixed term or ongoing).
- b. If your Agreement is fixed term, then in accordance with the Regulatory Requirements, we will give you at least 20 (but no more than 40) Business Days Notice before the Agreement is due to end, and let you know what your options are.

- c. If you are on an ongoing agreement, we can end this Agreement at any time by giving you 20 Business Days' notice.
- d. This Agreement will also end:
 - i. if you request for your Premises to be disconnected—10 Business Days after disconnection;
 - ii. by you vacating your Premises—see clause 4.4 below; or
 - iii. if you start to buy Energy for the Premises from a different retailer—when the transfer to the other retailer is completed; or
 - iv. by you entering into a new agreement with us—on the date that new agreement starts; or
 - v. if a different customer starts to buy Energy for the Premises—on the date that customer's contract starts; or
 - vi. if the Premises are disconnected and you have not met the requirements in the Regulatory Requirements for reconnection—10 Business Days from the date of disconnection; or
 - vii. if we both agree to a date to end the Agreement—on the date that is agreed; or
 - viii. if you have not told us of a change in the use of your Energy (including if you are no longer a Small Customer)—from the time of the change in use;
 - ix. if we're no longer entitled to sell Energy due to a RoLR Event (see clause 21 below).

If you don't give us safe and unhindered access to the Premises to conduct a final meter reading (where relevant), this Agreement will not end until we have conducted this final meter reading.

- e. Any rights and obligations accrued before the end of this Agreement continue despite the end of the Agreement, including any obligations to pay amounts to us.

4.4 Vacating your Premises

- a. You'll need to give at least three Business Days' notice if you're vacating your Premises. You'll need to provide us with the actual date you're vacating, as well as an email address where we can send your final bill.
- b. When we receive the notice, we'll do what we can to arrange for the reading of the meter on the date specified in your notice (or as soon as possible after that date if you do not provide access to your meter on that date) and send a final bill to the email address you have provided.
- c. You will continue to be responsible for Prices for the Premises until your Agreement ends in accordance with clause 4.3 of this Agreement.
- d. The Agreement will end once you've moved out and you've had a final meter read for your Premises. You'll have to pay your final bill which will cover the period up until when we've read your meter.
- e. If you don't tell us that you're vacating your Premises, the Agreement will continue after you've vacated. You'll have to pay for the Energy supplied to your Premises even if someone else is using it.

4.5 What happens when your Agreement ends?

- a. If this Agreement ends and you continue to take supply from us, we'll continue to sell you Energy either on the terms of this Agreement or on a Standing Offer, until you enter into a new agreement with us or transfer to another retailer. We will let you know which of these terms apply.
- b. The provisions of this Agreement about privacy, liability, notices, governing law, payment, billing, disconnection, ceasing to be a small customer, use of energy and safety and emergencies and Prices will survive this Agreement ending.

5. Scope of this Agreement

5.1 What is covered by this Agreement?

- a. Under this Agreement we agree to sell you Energy at your Premises. We also agree to meet other obligations set out in this Agreement and to comply with Regulatory Requirements.
- b. In return, you agree:
 - i. to be responsible for Prices for Energy supplied to the Premises, until this Agreement ends under clause 4.3, even if you vacate the Premises earlier; and
 - ii. to pay the amounts billed by us under this Agreement; and
 - iii. to meet your obligations under this Agreement and any Regulatory Requirements.

5.2 What is not covered by this Agreement?

This Agreement does not cover the physical connection of your Premises to the Distribution Network. Your Distributor is responsible for the connection between the Distribution Network and your Premises and for the physical supply of Energy to your Premises including the quality and reliability of the Energy supplied. This is the role of your Distributor under a separate contract called a customer connection contract.

5.3 Our limited role

We are an energy retailer and do not control the physical supply of Energy. We can ask your Distributor to connect your Premises to the Distribution Network, which we'll do at your request. We'll also arrange for your Distributor to physically supply Energy to your Premises.

5.4 Supply interruptions may occur

The supply of Energy to your Premises may be interrupted. For example:

- a. where required by your Distributor or Australian Energy Market Operator (or any successor body that administers the wholesale energy market); or
- b. for inspection, repairs, testing, maintenance, upgrades or other works, including installation, maintenance, repair and replacement of meters; or
- c. where there is insufficient Energy or system capacity to meet the needs of all consumers; or
- d. in an Emergency or for safety reasons; or
- e. due to failure in the equipment to supply you with Energy or meter that supply; or
- f. in the event of extreme weather that causes damage to the distribution or transmission network.

Your Distributor or Meter Service Provider may also need to interrupt your Energy supply. Where this occurs your Distributor or Meter Service Provider is responsible for providing you notice in accordance with the Regulatory Requirements. To the extent permitted by law, you agree that we are not liable for such interruption of the Energy supply.

6. Your general obligations

6.1 Full information

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

6.2 Updating information

You must tell us promptly if information you have provided to us changes, including if your billing address or email address changes or if your use of Energy changes. You must also make sure the information set out in your Welcome Pack is correct and let us know of any changes.

6.3 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'll need to advise us that a person residing or intending to reside at your premises requires Life Support Equipment. You'll then need to give written confirmation from a registered medical practitioner of the requirement for Life Support Equipment at the Premises.
- b. It is your responsibility to ensure that all relevant life support registration forms are returned to us or your Distributor as soon as possible as this will assist us to complete your registration.
- c. You must tell us or your Distributor if the Life Support Equipment is no longer required at the Premises.

6.4 Obligations if you are not an owner

If you can't meet an obligation relating to your Premises under this Agreement because you are not the owner you'll not be in breach of the obligation if you use your best efforts to ensure that the owner or other person responsible for the Premises fulfils the obligation.

6.5 Concession Card Holders

We'll provide you with information on any relevant concessions, rebates or grants that are available to you under this Agreement (including any eligibility requirements) upon request or where we must do so under any Regulatory Requirements.

If you are an eligible concession card holder and wish to obtain the relevant state government concession and/or rebate applicable for that jurisdiction,

You authorise:

- a. us to use Centrelink Confirmation eServices to perform a Centrelink or Department of Veterans' Affairs (DVA) enquiry of your Centrelink or DVA details and concession card status to enable us to determine if you qualify for a concession, rebate or service.
- b. Services Australia (the agency) to provide the results of that enquiry to us.

You understand that:

- a. the agency will disclose your personal information to us including your name, address, payment type, payment status and concession card type and status to confirm your eligibility for a concession or rebate;
- b. this consent, once signed, remains valid while you're a customer of ours unless you withdraw it by contacting us or the agency. You can get proof of your circumstances/details from the agency and provide it to us so your eligibility for a concession or rebate provided can be determined; and
- c. if you withdraw your consent or do not alternatively provide proof of your circumstances/details, you may not be eligible for a concession or rebate provided by us.

7. Our liability

- a. The quality and reliability of your electricity supply and the quality, pressure and continuity of your gas supply is subject to a variety of factors that are beyond our control as your retailer, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your distributor), including at the direction of a Relevant Authority.

- b. The Regulatory Requirements, including the Australian Consumer Law (contained at Schedule 2 to Competition and Consumer Act 2010 (Cth)), provide that certain conditions, consumer guarantees and rights apply to contracts with consumers (as defined in the legislation) that cannot be excluded or limited.
- c. To the extent permitted by the Regulatory Requirements, 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.
- 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. To the extent permitted by law, and other than to the extent we are in breach of this Agreement or negligent in relation to this Agreement, our liability to you under this Agreement is, if not otherwise excluded by law or this Agreement, limited to (at our option) providing you with equivalent goods or services, or paying you the costs of goods or services, equivalent to the supply of goods or services to which our liability relates.
- f. Subject to Regulatory Requirements, you hereby indemnify us against any loss or claim we may suffer due to your breach of this Agreement, your negligence in relation to this Agreement, with our recourse to such indemnity to be limited in amount to the amount which we would otherwise be able to recover at general law for your breach of Agreement or negligence in respect of this Agreement.

8. Price for Energy and other services

8.1 What are our tariffs and Prices?

- a. Your Prices for the sale of Energy to you under this Agreement are included in your Pricing Statement. You must pay us the Prices and any other amounts owing under the Agreement.

The Prices may include:

- i. **Usage charges:** charges based on the amount of Energy you use.
 - ii. **Daily supply charges:** daily charges for supplying Energy to your Premises, regardless of how much Energy you use.
 - iii. **Distributor charges:** any amounts (if applicable) that your Distributor charges us for services provided at your Premises (which are not already included in other Prices), including a connection fee, disconnection fee, special meter reading fee and any other fees that we advise from time to time.
 - iv. **Metering charges:** any amounts that a Meter Service Provider charges us for metering related goods or services provided at your Premises (which are not already included in other Prices).
 - v. **Taxes:** any taxes (including GST), duties, imposts, levies, charges, costs and fees that we have to pay (directly or indirectly) when we sell and supply Energy and other goods and services to you (which are not already included in other Prices).
 - vi. **GreenPower charges:** charges for the sale of GreenPower (if applicable).
 - vii. **Demand charges:** a charge based on the maximum level of Energy, usually in kW, used by your Premises, during a specified time period or window.
- b. Different Prices may apply to you depending on your circumstances. The conditions for each tariff and charge can be confirmed by contacting us.
 - c. You may incur other fees. Information regarding fees is set out on our fees page www.koganenergy.com.au/fees. Where a fee is applied, they'll either be set out in your Pricing Statement or we'll endeavour to let you know of the fee(s) before you incur them.

8.2 Other amounts

You may also have to pay us the other amounts set out below:

- a. Any reasonable costs that we incur for arranging network, connection and metering services for you. We'll let you know about them before you incur them.
- b. Any fees or additional costs we incur if your payment is dishonoured or reversed.
- c. If you breach this Agreement or Regulatory Requirements, any reasonable costs we incur as a result of that breach, except if the amount is already included in another Price.

8.3 Changes to tariffs and Prices

- a. Subject to any Regulatory Requirements and clause 8.3(b), we can change your Prices (including changing the amount, nature and structure of your Prices, or by applying a new Price) for any reason. This includes if:
 - i. the Distributor changes the network tariff at your Premises;
 - ii. a new meter is installed at your Premises; or
 - iii. the information we have used to set your Prices is incorrect.
- b. If your offer with us is that your rates will be locked in as set out in your Pricing Statement, we'll let you know what your options are at the end of the fixed price period in accordance with Regulatory Requirements.
- c. If we change your Prices we will provide you with written notice of the variation. We'll give you this notice as soon as reasonably practicable, usually by email, in accordance with Regulatory Requirements.

8.4 Changes to tariffs or type of tariff during a billing cycle

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

8.5 Product features and benefits

We may offer you certain product features and incentives as part of your Agreement. Refer to your Pricing Statement to see what product features may apply to you.

8.6 GST

- a. Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- b. Where an amount paid by you under this contract is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

9. Billing

9.1 General

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

We will send the bill:

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

9.2 Calculating the bill

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

- a. the amount of Energy consumed at your Premises during the billing cycle (using information obtained from reading your meter or otherwise in accordance with the Regulatory Requirements); and
- b. the Prices, amount of fees and charges for any other services provided under this Agreement 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.

We try to include all amounts you need to pay for a billing cycle in the relevant bill, but sometimes we may need to include amounts from a previous period (for example where an adjustment is needed or where amounts from a previous billing cycle remain unpaid).

9.3 Estimating the Energy usage

- a. We may estimate the amount of Energy consumed at your Premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if otherwise necessary in the absence of actual metering data.
- 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 read at a later date, adjust your bill for the difference between the estimate and the Energy actually used.
- c. Once your meter is actually read, we will adjust your next bill for the difference between what you actually used and our estimate in accordance with the undercharging and overcharging clauses in this contract. If the later meter read shows that you have been undercharged, we will allow you to pay the undercharged amount in instalments in accordance with Regulatory Requirements.
- 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.

9.4 Your historical billing information

Upon request, we'll give you information about your billing history in accordance with the Regulatory Requirements. You can also access this data through your online account.

9.5 Bill smoothing

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

10. Paying your bill

10.1 What you have to pay

You must pay to us the amount shown on each bill by the Due Date or make payments in accordance with your payment schedule or instalment plan. Your bill will show the ways you can pay.

10.2 Issue of reminder notices

If you have not paid your bill by the Due Date, we'll send you a reminder notice that payment is required in accordance with the Regulatory Requirements.

10.3 Difficulties in paying

- a. If you have difficulties paying your bill, you should contact us as soon as possible. We'll provide you with information about payment options.
- b. If you're 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 and comply with any Regulatory Requirements. We will also provide you with information on government and non-government funded energy charge rebate schemes, concession schemes or relief schemes.
- c. 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: www.koganenergy.com.au/hardship

10.4 Your preferred payment method

- a. When you sign up to us you must provide a preferred payment method, either a credit card or direct debit, and you must ensure that the preferred payment is kept up to date and valid. You agree to us automatically debiting your preferred payment method for any outstanding amounts due on your bill, such as where you do not make payment by the Due Date.
- b. In order to verify your preferred payment method you authorise us to make a debit of a nominal amount. We will credit or refund this amount as required.

10.5 Set-off

If you have more than one Agreement with us, we may deduct from and set-off against amounts paid or payable under this Agreement (including if this Agreement has ended), any amounts paid or payable under another of your agreements with us.

10.6 Late payments

If we don't receive your payment by the Due Date, we may take one or more of the following steps if permitted under the Regulatory Requirements:

- a. disconnect your Premises;
- b. apply any security deposit we are holding;
- c. ask a debt collection agency to obtain payment from you;
- d. sell the rights to the unpaid amount to a third party who may seek to collect it from you; and
- e. rely on other rights we may have under this Agreement.

11. Meters

11.1 Access to your meter

- a. The meter at your Premises is our property or the property of the metering service provider. You must:
 - i. allow safe and unhindered access to your Premises for purposes relating to this Agreement and the supply of energy to your Premises including for the purposes of reading, testing, maintaining, inspecting, replacing or altering the meters (where relevant) and connecting, disconnecting or reconnecting supply;
 - ii. pay for any new meters that are required at your Premises;
 - iii. make sufficient space available for the meter and the Supply Point;
 - iv. protect and not disconnect, by-pass, interfere with or damage the meter or Supply Point and promptly let us know of any problems with them; and

- v. give us, your Distributor and the meter readers, who'll show you their official identification if you ask, safe, convenient and easy access to the meter and the Supply Point.
- b. We will use our best endeavours to ensure that a meter reading is carried out as frequently as is needed to prepare your bills, consistently with the Regulatory Requirements and in any event at least once every 12 months.

11.2 Undercharging

- a. If we have undercharged you (including not charging you at all), we may recover the undercharged amount from you in accordance with Regulatory Requirements.
- b. If we recover an undercharged amount from you, we:
 - i. will not charge you interest on the undercharged amount; and
 - ii. will offer you time to pay the undercharged amount in instalments.
- c. The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months (or 4 months for Victoria) immediately before we notify you, or the time period specified in the Regulatory Requirements, unless the undercharge is your fault, or results from your unlawful act or omission.

11.3 Overcharging

- a. Where you have been overcharged, we'll let you know and repay you the overcharged amount in the manner specified below, or as otherwise specified in the Regulatory Requirements.
 - i. Where you have been overcharged by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
 - ii. Where you have been overcharged by \$50 or more, we must inform you within 10 business days of our becoming aware of the overcharge and, if you have already paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
 - iii. If you have stopped buying energy from us, we will use our best endeavours to pay the overcharged amount to you within 10 business days.
 - iv. If you have been overcharged as a result of your own fault or unlawful act or omission, we may limit the amount we credit or pay you to the amount you were overcharged in the last 12 months.

11.4 Reviewing your bill

- a. If you disagree with the amount you have been charged or don't think your bill is correct, you can ask us to review your bill in accordance with our standard complaints and dispute resolution procedures.
- b. If you ask us to, we must arrange for a check of the meter reading or metering data or for a test of the meter in reviewing the bill. However, you may be required to pay for the cost of such a check or test if the check or test shows that the meter, meter reading or metering data was not incorrect or faulty.
- c. If the review uncovers an error, we'll adjust the bill in accordance with the Undercharging and Overcharging clauses above. Otherwise you must pay the unpaid amount of the bill. If after the completion of our bill review, you're not satisfied with the decision or proposed action, you are entitled to refer your complaint to the ombudsman in your state.
- d. 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.

12. Security Deposit

12.1 Security Deposit

The circumstances in which we can require a Security Deposit and the maximum amount of the Security Deposit are governed by the relevant Regulatory Requirements. Where we ask for a security deposit, you must pay that deposit.

12.2 Interest on Security Deposits

Where you have paid a Security Deposit, we must pay you interest on the Security Deposit at a rate and on terms required by the Regulatory Requirements.

12.3 Use of a Security Deposit

- a. We may use your Security Deposit, and any interest earned on the Security Deposit, to offset any amount you owe under this Agreement in accordance with the Regulatory Requirements.
- b. If we use your Security Deposit or any accrued interest to offset amounts owed to us, we will advise you as soon as practicable and in accordance with the Regulatory Requirements.
- c. The circumstances in which we must return your Security Deposit and any accrued interest are governed by the Regulatory Requirements.

12.4 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) or 2 years' payment (in the case of Business Customers) by the Due Date on our initial bills; or
 - ii. subject to clause 12.3 of this Agreement, you stop purchasing energy at the relevant Premises under this Agreement.
- b. If you do not give us any reasonable instructions, we'll credit the amount of the Security Deposit, together with any accrued interest, to your next bill.

13. Disconnection of supply

13.1 When can we arrange for disconnection?

We will only arrange for disconnection of your Premises in accordance with the Regulatory Requirements.

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

- a. you ask us to;
- b. you do not pay your bill by the Due Date and you do not agree or adhere to a payment plan;
- c. you do not provide a Security Deposit we are entitled to require from you; or
- d. you do not give access to your Premises to read a meter (where relevant) for 3 consecutive meter reads; or
- e. there has been illegal or fraudulent use of Energy at your Premises; or
- f. we are otherwise entitled or required to do so under the Regulatory Requirements or by law.

13.2 Notice and warning of disconnection

We'll observe all protections for disconnection you have under the Regulatory Requirements. In particular:

- a. Before disconnecting your Premises, we must comply with relevant warning notice requirements and other procedures in the Regulatory Requirements. However, we are not required to provide a warning notice prior

to disconnection in certain circumstances specified in the Regulatory Requirements (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).

- b. We won't arrange for disconnection if any other circumstance in the Regulatory Requirements prohibit us doing so. Unless an exception applies under the Regulatory Requirements this includes during a protected period, where life support equipment is registered at the Premises, in extreme weather events and where you are disputing the reason or cause of disconnection.

14. Reconnection after disconnection

- a. We must request your Distributor to reconnect your Premises if, within 10 Business Days of your Premises being disconnected:
 - i. you ask us to arrange for reconnection of your Premises; and
 - ii. you rectify the matter that led to the disconnection; and
 - iii. you pay any reconnection charge (if requested).
- b. We may terminate this Agreement 10 Business Days following disconnection if you do not meet the requirements in paragraph (a).

15. Your obligations

15.1 Use of Energy

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

- a. illegally use Energy supplied to your Premises; or
- b. obtain Energy from us or the distribution system illegally;
- c. interfere or allow interference with any Energy equipment that is at your Premises except as may be permitted by law; or
- d. 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
- e. allow Energy purchased from us to be used otherwise than in accordance with this Agreement and the Regulatory Requirements;
- f. tamper with, or permit tampering with, any meters or associated equipment; or
- g. fail to comply with the law or directions from us and your Distributor; or
- h. on supply the Energy supplied to your Premises to any third party.

15.2 Safety and emergencies

You must:

- a. maintain your Energy installation (which includes your meter) and the appliances at your Premises in a safe condition; and
- b. ensure that any work on your Energy installation and appliances is done by accredited electricians and registered plumbers or gas fitters; and
- c. keep all vegetation, structures and vehicles at your Premises clear of your Energy installation; and
- d. advise us or your Distributor of any safety issues; and
- e. comply with directions from us or your Distributor.

16. Notices and bills

- a. Notices and bills under this Agreement must be sent in writing, unless this Agreement or the Regulatory Requirements say otherwise. We may also send you an e-mail, SMS or other electronic communication letting you know that we're making a change or notifying you about something and where you can find more details (e.g. our website koganenergy.com.au).
- b. A notice or bill sent under this Agreement 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
 - ii. on the date 2 Business Days after it is posted; or
 - iii. on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- c. Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.
- d. In entering into this Agreement we require you to give us your explicit informed consent to receiving any notices or documents electronically, including your bills.

17. Privacy Act notice and marketing

We'll handle your personal and credit information in accordance with all relevant privacy legislation and our privacy policy and credit reporting policy. You can find a summary of our privacy policy and credit reporting policy on our website at www.powershop.com.au/privacy-policy and www.powershop.com.au/credit-reporting-policy, and Kogan Energy will collect, use and disclose your personal information in accordance with its privacy policy, which is available at www.koganenergy.com.au/privacy. If you have any questions, you can contact our privacy officer via info@koganenergy.com.au.

From time to time, we and our related bodies corporate may let you know about other related products and services, even after this Agreement ends. We and our related bodies corporate comply with our privacy policy when we do this. If at any time you don't want to receive these offers, let us know by email - info@koganenergy.com.au.

18. Complaints and dispute resolution

If you have a complaint, query or dispute, please contact us www.koganenergy.com.au/complaints. We must handle any complaint in accordance with our standard complaints and dispute resolution procedures, which are published on our website: www.koganenergy.com.au/complaints. We can also provide you with a copy of this procedure upon request.

We'll follow the timeframes set out in this procedures and let you know of the outcome of your complaint and the reasons for our decision. If you're not satisfied with our response, you have a right to refer the complaint or dispute to the Energy and Water Ombudsman NSW, Energy and Water Ombudsman QLD, Energy and Water Ombudsman SA or Energy and Water Ombudsman Victoria, depending on your State where your Premises is located.

19. Force majeure

19.1 Effect of force majeure event

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

- 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.

19.2 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.

19.3 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.

19.4 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.

20. Applicable law

The laws of the State in which your Premises is located, govern this Agreement.

21. Retailer of last resort (RoLR) event

If we're no longer entitled by law to sell Energy to you due to a 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 entity appointed as the relevant Designated Retailer for the RoLR event and this Agreement will come to an end.

22. General

22.1 Our obligations

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

22.2 Varying this Agreement (with notice)

We may vary the Agreement if:

- a. we give you 20 Business Days' notice of the variation; and
- b. you accept the change by not ending the Agreement during the notice period.

The notice we give you might be a link to details of the change on our website. We may also vary the Agreement by giving you notice if we need to because the Regulatory Requirements change.

22.3 Transferring the Agreement

You can't assign, transfer or novate the Agreement without our prior written consent. Subject to the Regulatory Requirements we may transfer, novate or assign this Agreement to any third party, any of our related bodies corporate or as part of any transfer of substantial number of customers to a third party. We'll let you know if we do this.

Simplified explanation of terms

Agreement means the terms and conditions in this document, the Pricing Statement, Important Information, our privacy policy, credit reporting policy, direct debit terms, solar feed-in terms (if you have solar), and any other terms that you have agreed with us.

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

Business Day means a day other than a Saturday, a Sunday or a public holiday in the capital in the State of your Premises;

Business Customer means someone who is not a Residential Customer;

Customer means a person who buys or wants to buy Energy from a retailer;

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

Distributor means the person who operates the system that connects your Premises to the Distribution Network;

Distribution Network means your Distributor's distribution or, if your Premises are with embedded network, with an embedded network, either or both of your Distributor's distribution network and the embedded network as required by the context;

Due Date means that date set out in your bill by which you must pay your bill by, or such other date we agree with you.

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;

Force Majeure Event means an event outside the control of a party;

GST means goods and services tax;

Meter Service Provider means any person who provides services, or co-ordinates services, on our behalf, or your Distributor's behalf, in connection with:

- a. the meter (including reading, installing, inspecting, altering or replacing it);
- b. meter data (including processing it and providing it to us and anyone else who may need it in relation to supplying you Energy); or
- c. your Energy supply (such as disconnection or reconnection);

Important Information means the document entitled Important Information provided to you with these terms and conditions;

Premises means the premises stated at the top of your Welcome Pack email and if there is more than one such premises and as required by the context, all of them together or each of them separately;

Prices means the charges, tariffs, rates, prices and fees payable by you under this Agreement;

Pricing Statement means the document entitled Pricing Statement provided to you with these terms and sets out your pricing and any additional benefits;

Regulatory Requirements means all relevant Acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the sale and supply of Energy to your Premises.

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

Residential Customer means a person who purchases Energy principally for personal, household or domestic use at their Premises;

Retailer means a person that is authorised to sell Energy to customers;

RoLR means Retailer of Last Resort;

RoLR Event means an event that triggers the operation of the RoLR scheme under the Regulatory Requirements;

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 means:

- a. a Residential Customer; or
- b. a Business Customer who consumes energy at or below a level determined under the Regulatory Requirements;

Standing Offer means a standard retail contract whose terms and conditions are set out under the Regulatory Requirements;

Supply Point means the point at which your Distributor's Distribution Network connects to the Energy installation at your Premises;

Welcome Pack means the email you receive enclosing these Terms and Conditions, Pricing Statement, Important Information, our privacy policy, credit reporting policy, direct debit terms, solar feed-in terms (if you have solar), and any other terms that you have agreed with us;

Inconsistencies

- a. If these terms are different to or inconsistent with the Pricing Statement or Important Information, the latter prevails.
- b. If the Agreement and the Regulatory Requirements are inconsistent, the Agreement prevails to the extent of the inconsistency unless the Regulatory Requirements provides that it must prevail;

Further terms required by the Regulatory Requirements

If any matter that is required by the Regulatory Requirements to be included in the Agreement is not expressly dealt with in the Agreement, that matter is incorporated as a further term of the Agreement.

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