



# **MARKET OFFER**

Terms & Conditions



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## TERMS AND CONDITIONS

### 1 Background

- 1.1 These terms and conditions (**Terms and Conditions**) form part of the energy retail agreement (**Agreement**) between:
  - 1.1.1 GloBird Energy Pty Ltd ABN 68 600 285 827, referred to in these Terms and Conditions and elsewhere in the Agreement as "GloBird Energy", "we" or "us"; and
  - 1.1.2 you, identified in the Agreement Details as the customer and referred to in these Terms and Conditions and elsewhere in the Agreement as "you", for the sale of Energy to you at the Premises.
- 1.2 Another part of the Agreement is your Energy Plan.
- 1.3 If you buy both electricity and gas from us at one Premises, we have two separate energy retail agreements with you, one agreement for electricity and the other agreement for gas; and
- 1.4 If more than one Premises is specified in your Energy Plan, then we have multiple separate energy retail agreements with you, one agreement for each Premises or, to the extent clause 1.3 applies because you buy both electricity and gas from us at any one of the Premises, two agreements for that Premises.
- 1.5 If clause 1.3 or clause 1.4 applies or both those clause apply, then each reference to the Agreement in these Terms and Conditions to be read as a reference to each of the relevant agreements separately. Electricity-specific terms only apply to an electricity agreement and gas-specific terms only apply to a gas agreement.

### 2 Eligibility

- 2.1 You are only eligible to purchase Energy from us under the Agreement if you are a Small Customer.
- 2.2 You must tell us if the amount of Energy you use changes significantly, because this may mean you are no longer a Small Customer and no longer eligible to purchase Energy under the Agreement, in which case clause 27.4.1 will apply.

### 3 When the Agreement starts

- 3.1 The Agreement starts on the Acceptance Date and continues until you or we end it.
- 3.2 You can accept the offer set out in your Energy Plan by:
  - 3.2.1 signing and returning to us a copy of the first page of the Agreement, in person or by post;
  - 3.2.2 signing, scanning and emailing to us a copy of the first page of the Agreement; or
  - 3.2.3 accepting the offer verbally over the telephone, by SMS or online, before any applicable offer expiry date.
- 3.3 If you accept the offer verbally over the telephone, then, within 5 Business Days after the Acceptance Date, we will provide you with an Agreement Document, either:
  - 3.3.1 in person;
  - 3.3.2 by post; or
  - 3.3.3 electronically, if you have agreed to the use of electronic communications.

### 4 When we start selling Energy

- 4.1 Subject to 4.2, we will not start selling you Energy at the Premises unless and until:
  - 4.1.1 you have given us:
    - (a) acceptable identification;
    - (b) your contact details for billing purposes and, if you rent the Premises, contact details for your landlord or the landlord's agent; and
    - (c) credit history information, if required under clause 6;
  - 4.1.2 if you are a Business Customer and we have asked you to provide us with a guarantee of your obligations under the Agreement from a shareholder, director or other stakeholder, you have given us that guarantee duly signed by the guarantor;
  - 4.1.3 your cooling-off period under clause 5 has expired;
  - 4.1.4 you have paid any applicable connection fee or other charge associated with connecting the Premises to the distribution system, and the Premises are connected; and
  - 4.1.5 if we are not already the retailer responsible to AEMO for the Premises under Energy Law, a transfer to us from the responsible retailer is completed in accordance with clause 7.
- 4.2 If and only if the Agreement is not an unsolicited consumer agreement under the Australian Consumer Law, we may agree with you that we are to start selling Energy to you before the expiry of your cooling-off period under clause 5.

## 5 Cooling off

- 5.1 You can cancel the Agreement during the 10 Business Day cooling off period.
- 5.2 The cooling off period starts on the later of:
  - 5.2.1 the first Business Day after the Acceptance Date;
  - 5.2.2 if you accept the offer set out in your Energy Plan verbally over the telephone, the first Business Day after the day on which we give you an Agreement Document in accordance with clause 3.3; and
  - 5.2.3 day on which you receive our Disclosure Statement.
- 5.3 To cancel, you must:
  - 5.3.1 notify us by telephone of your intention to cancel; or
  - 5.3.2 complete and post or email to us the cancellation notice provided to you with the Agreement.
- 5.4 You can cancel the Agreement during the cooling off period even though you have signed the Agreement or agreed to it over the phone or online.

## 6 Credit

- 6.1 You agree that:
  - 6.1.1 we may collect, hold and use Credit Information about you to evaluate your credit eligibility and what level, if any, of credit we can provide to you or continue to provide to you, and to manage our relationship with you, and
  - 6.1.2 we may disclose your Credit Information to any credit reporting body.
- 6.2 We will comply with all applicable privacy laws in handling your Credit Information.

## 7 Transferring responsibility for the Premises

If we are not currently the retailer responsible for the Premises, we will arrange for responsibility for the Premises to transfer to us. You agree to us taking all necessary steps to do so, and must do anything we reasonably request to effect the transfer, including executing documents.

## 8 Early cancellation of the Agreement

- 8.1 We may stop the transfer under clause 7 and cancel the Agreement for any reason before the transfer is completed, including where:
  - 8.1.1 the transfer doesn't occur within 3 months of the Acceptance Date;
  - 8.1.2 you don't meet our credit requirements; or
  - 8.1.3 any information in the Agreement Details or your Energy Plan is incorrect.
- 8.2 We will notify you if we cancel the Agreement under clause 8.1 and may offer you an alternative agreement.
- 8.3 If we do not cancel the Agreement under clause 8.1 then, unless the Agreement Details or your Energy Plan provides otherwise, the Agreement continues indefinitely until it ends under clause 27.

## 9 Security Deposits

- 9.1 Depending on your creditworthiness and in accordance with Energy Law, we may ask you to provide or replenish a Security Deposit and you must do so if we ask.
- 9.2 We must pay you interest on the Security Deposit as required by Energy Law.
- 9.3 Where permitted by Energy Law, we may use your Security Deposit to offset any amount you owe us under the Agreement if you fail to pay a bill by the Due Date, or as payment of a final bill.
- 9.4 If we use your Security Deposit, we will notify you of this within 10 Business Days.
- 9.5 If we no longer need the Security Deposit, we will return it and any outstanding interest through a credit on your bill or otherwise as you request, or if the Agreement has ended, through our standard processes.

## 10 Concessions

- 10.1 By entering into the Agreement with us, you authorise us to make enquires of Centrelink, Veterans' Affairs and other agencies in order to enable us to determine if you qualify for a concession, rebate or service, and you also authorise those agencies to provide the results of those enquiries to us. This authority only remains valid while you are our customer, and you may withdraw it any time by contacting us. If you withdraw your authority and you do not otherwise provide proof of your circumstances, you may be ineligible for concessions we provide.

## 11 Billing

- 11.1 We will send you your bill for each Billing Period as soon as possible after the end of the Billing Period, at:
  - 11.1.1 your nominated email address for bills, if you have agreed to the use of electronic communications in the Agreement Details; or
  - 11.1.2 otherwise, your nominated postal address for bills.
- 11.2 Bills we send to you will be calculated based on:

- 11.2.1 the amount of Energy used at the Premises during the Billing Period, using information obtained from reading your meter or otherwise an estimation of that use in accordance with Energy Law; and
- 11.2.2 the Energy prices set out in your Energy Plan, which cover the cost of your Energy and other regular recurrent charges in relation to the supply and sale of Energy to you at the Premises including any such charges payable for services provided by your Distributor.
- 11.3 Bills will also include:
  - 11.3.1 any other fees and charges provided for under the Agreement, as set out in your Energy Plan;
  - 11.3.2 any other fees or charges we incur responding to your service requests or otherwise in relation to the supply and sale of Energy to you at the Premises, such as special meter read fees and applicable connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor; and
  - 11.3.3 any other amounts you owe to us under the Agreement, including (without limitation) any undercharged amount.
- 11.4 We may estimate the amount of Energy used at the 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. If we do that to calculate a bill, we will clearly state on the bill that it is based on an estimation and, when your meter is later read, we will adjust your bill for the difference between the estimate and the Energy actually used. 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. 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.
- 11.5 If we sell you both electricity and gas or if we sell Energy to you at more than one Premises such that under clause 1.3 or 1.4 or both we have more than one energy retail agreement with you, then we may establish a separate account in respect of any of those agreements and issue separate bills on each separate account and we may establish a consolidated account in respect of any two or more of those agreements and issue consolidated bills on each consolidated account.
- 11.6 Our bills will contain the information required by Energy Law.

## 12 Payment

- 12.1 You must pay each bill in full by the Due Date, which will be no earlier than 7 Business Days from the date we issue the bill. You can pay your bill by any of the options listed on your bill and, if you are a Residential Customer, using Centrepay.
- 12.2 If we sell you both electricity and gas or if we sell Energy to you at one or more Premises, we will apply payments as you direct us or, if you do not give us a direction, to amounts you owe for energy we have sold you, oldest debt to newest debt.
- 12.3 If any of your accounts are in credit, we may transfer some or all of the credit balance in that account to any of your other accounts which is in debit.
- 12.4 If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about payment options or, if the Premises is in Victoria, about special entitlements you may have under Energy Law. If the Premises is in another State and you are a Residential Customer and have told us that you have difficulty paying your bill, we will 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 have been convicted of an offence involving the illegal use of electricity in the previous 2 years. Additional protections may be available to you under our hardship policies and under Energy Law. Our hardship policies are available on our website: [www.GloBirdEnergy.com.au](http://www.GloBirdEnergy.com.au).
- 12.5 Without prejudice to any other rights we may have under the Agreement or at law, if you do not pay by the Due Date then, to the extent permitted by Energy Law, we may do one or more of the following:
  - 12.5.1 require you to pay a late payment fee, if such a fee is included in your Energy Plan;
  - 12.5.2 apply any Security Deposit in accordance with clause 9;
  - 12.5.3 disconnect your Energy supply in accordance with clause 23; and
  - 12.5.4 terminate the Agreement under clause 27.

## 13 Bill smoothing

Bill smoothing is a payment plan which allows you to make regular monthly payments towards your bills. Your Energy Plan states whether or not bill smoothing applies as a part of the Agreement. If bill smoothing applies, then:

- 13.1 Bill smoothing starts from when we start selling you Energy under the Agreement. The first monthly amount you pay under bill smoothing will be credited against the first bill you receive from us after that payment.

- 13.2 Your Energy Plan will state the amount you are to pay monthly. We will agree the monthly amount with you, aiming for it to cover the Energy and supply charges we estimate you will incur over a 12 month period, less any applicable discounts and concessions. In framing that estimate, we will consider all relevant information available to us about your past and likely future use of Energy.
- 13.3 You must pay the monthly amounts on or before the day of the month stated in your Energy Plan. Unless you are paying the monthly amounts by direct debit, we will send you a statement at least 5 Business Days before that day, reminding you to make your payment.
- 13.4 When we send you your next bill, it will set out the amount of your Energy and supply charges. We will credit the monthly amounts you have paid under bill smoothing against these charges. This may leave a credit or debit balance for those charges. If there is a debit balance, you will need to pay that balance to us by the Due Date stated on your bill. If there is a credit balance, we will credit that balance over to your next bill.
- 13.5 Your bill may also include other fees and charges that are not covered by the monthly amounts. You will need to pay these by the Due Date stated on your bill.
- 13.6 We will change the monthly amount under bill smoothing if we believe that, without the change, there will be a material ongoing difference – whether positive or negative – between the monthly amounts paid by you under bill smoothing and the amount of your Energy and supply charges. One reason for this is that we may have varied your change your prices, fees and charges. We will notify you if we change your monthly amount and, if you are paying the monthly amounts by direct debit, you agree to the related change to our direct debit agreement with you. If you want to reduce the monthly amount, please contact us so we can discuss your options.
- 13.7 You can end your bill smoothing at any time, by calling or writing to us.
- 13.8 We can cancel bill smoothing, by giving you notice of cancellation, if:
- 13.8.1 we no longer believe we can make a reasonable estimate of your Energy and supply charges;
  - 13.8.2 direct debiting your bank account fails on two consecutive attempts;
  - 13.8.3 you are late paying other charges not covered by bill smoothing;
  - 13.8.4 there is a change in any network tariff applicable to you or your Premises and the new tariff is a demand tariff; or
  - 13.8.5 we are no longer offering bill smoothing.
- 13.9 If bill smoothing is cancelled, the Agreement will still continue. You may need to enter into a new direct debit agreement with us though you will always be able to pay your bills using one of the other payment methods detailed in your bills. If your account is in debit when bill smoothing ends, the debit balance will be payable by the Due Date stated on your next bill. If your account is in credit, we will carry the credit balance over to your next bill.

## 14 Reviewing bills

- 14.1 If you disagree with an amount you have been charged, you can ask us to review the bill in accordance with our standard complaints and dispute resolution procedures (see clause 34).
- 14.2 If your bill is reviewed, you are still required to pay:
- 14.2.1 the lesser of:
    - (a) the portion of the bill that you do not dispute; and
    - (b) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute); and
  - 14.2.2 any other bills from us that are due for payment.
- 14.3 If you ask us to, as part of the review of your bill we will arrange for a check of the meter reading or metering data or for a test of the meter. If the meter is found to be compliant and the metering data proves to be correct, you will be liable for the cost of the check or test.
- 14.4 If the bill is:
- 14.4.1 correct, then you must pay the bill; or
  - 14.4.2 incorrect, then we must adjust the bill in accordance with clauses 16 and 17 and you will not be required to pay the cost of any meter test.
- 14.5 If, after completion of our review of a bill, you are not satisfied with our decision in relation to the review or our action or proposed action under clause 14.4, you may lodge a dispute with the Energy Ombudsman. The Energy Ombudsman's contact details are as follows:
- 14.5.1 If the Premises are in VIC:
    - Energy and Water Ombudsman Victoria**
    - Telephone: 1800 500 509
    - Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)
    - Address: Reply Paid 469,  
Melbourne VIC 8060

14.5.2 if the Premises are in SA:

**Energy and Water Ombudsman SA**

Telephone: 1800 665 565  
Website: [www.ewosa.com.au](http://www.ewosa.com.au)  
Address: Level 11, 50 Pirie Street  
Adelaide SA 5000

14.5.3 if the Premises are in NSW:

**Energy & Water Ombudsman NSW**

Telephone: 1800 246 545  
Website: [www.ewon.com.au](http://www.ewon.com.au)  
Address: Level 11, 133 Castlereagh Street  
Sydney NSW 2000

14.5.4 if the Premises are in the ACT:

**ACT Civil and Administrative Tribunal**

Telephone: 02 6207 1740  
Website: [www.acat.act.gov.au](http://www.acat.act.gov.au)  
Address: Level 4, 1 Moore Street  
Canberra ACT 2601

14.5.5 if the Premises are in QLD:

**Energy and Water Ombudsman Queensland**

Telephone: 1800 662 837  
Website: [www.ewoq.com.au](http://www.ewoq.com.au)  
Address: Level 16, 53 Albert Street  
Brisbane City QLD 4000

14.5.6 if the Premises are in TAS:

**Energy and Water Ombudsman Tasmania**

Telephone: 1800 001 170  
Website: [www.energyombudsman.tas.gov.au](http://www.energyombudsman.tas.gov.au)  
Address: Level 6, 86 Collins Street  
Hobart TAS 7000

## 15 Meters

- 15.1 You must allow us and our representatives safe and unhindered access to the Premises for the purposes of reading, testing, maintaining, inspecting or altering the meter at the Premises as well as calculating or measuring Energy supplied to the Premises, checking the accuracy of metering data and replacing the meter.
- 15.2 If we seek access for any of the reasons mentioned in clause 15.1, or our representatives do, we or they will comply with all relevant requirements under Energy Law and will carry or wear identification and show it to you on request.
- 15.3 If you fail to allow meter access and we bill you based on an estimate of your Energy use, we may charge you a special meter read fee as set out in your Energy Plan if you ask us to bill you based on your actual use.
- 15.4 We will use our best endeavours to ensure that meter readings are carried out as frequently as is needed to prepare your bills, consistently with Energy Law and in any event at least once every 12 months.
- 15.5 You agree that, if we want to deploy a new meter at the Premises, we can do that and that you have no right to opt out.

## 16 Undercharging

- 16.1 If we have undercharged you, we may recover the undercharged amount from you.
- 16.2 If we recover an undercharged amount from you:
  - 16.2.1 we will not charge interest on the undercharged amount; and
  - 16.2.2 we will offer you time to pay the undercharged amount in instalments over the same period during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- 16.3 The maximum amount we can recover from you is limited to the amount that has been undercharged in the 4 months (in Victoria) immediately before we notify you, or 9 months (in other states and territories outside Victoria) immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

## 17 Overcharging

- 17.1 Where you have been overcharged by an amount less than the overcharge threshold under Energy Law, as applicable from time to time, we must credit that amount to your next bill after we become aware of the overcharging.
- 17.2 Where you have been overcharged by an amount equal to or more than the overcharge threshold under Energy Law, we must:
  - 17.2.1 inform you within 10 Business Days of our becoming aware of the overcharge; and
  - 17.2.2 repay the overcharge by crediting the relevant amount to your next bill, or otherwise as you reasonably request.
- 17.3 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.
- 17.4 No interest is payable on an amount overcharged.

## 18 Changing discounts and other benefits

- 18.1 Prior to each Review Date we will review any discount you are entitled to. We may decide not to change that discount in which case you will continue to be entitled to the same discount on an ongoing basis until we decide to change it, after a further review conducted by us prior to a subsequent Review Date.
- 18.2 If in any review under clause 18.1 of any discount you are entitled to we are entitled under Energy Law to change and decide to change that discount, we will give you written notice of the change including the period over which the changed discount will apply. We will also give you notice of any change in any benefit provided for in your Energy Plan. We will give these notices to you in the manner and form required by Energy Law, no earlier than 40 Business Days and no later than 20 Business Days before the change or, if the Premises are in Victoria, at least 5 Business Days before the change will take effect. We will include all relevant information about the change also as required by Energy Law.

## 19 Changing prices, fees and charges

- 19.1 At any time or, if the Premises are in Victoria, with effect from any Review Date, we may change your prices, fees and charges if there is any increase in any External Cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that External Cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to prices, fees and charges that our other customers pay.
- 19.2 At any time or, if the Premises are in Victoria, with effect from any Review Date, we may change your prices, fees and charges if there is any increase in any Other Cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that Other Cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to prices, fees and charges that our other customers pay.
- 19.3 If at any time there is a Significant CPI Increase then, at or around that time or, if the Premises are in Victoria, with effect from any Review Date, we may change your prices, fees and charges in line with that Significant CPI Increase but we will not do this if or to the extent there has been any change to your prices, fees and charges under clause 19.1 or 19.2 referable to the same period to which the Significant CPI Increase relates.
- 19.4 If the Premises are in Victoria, then, if a relevant Victorian Default Offer price determination is varied on account of uncertain or unforeseen events, we may re-set your prices in the same basis as, and with effect from one calendar month after when, that variation takes effect. We may also re-set your prices as otherwise permitted under Energy Law in Victoria.
- 19.5 Independent of clause 19.1, 19.2, 19.3 and 19.4, and at our discretion, we may also review your prices, fees and charges and re-set them at new levels with effect from any Review Date.
- 19.6 If we decide to change or re-set any of your prices, fees or charges under any of clauses 19.1, 19.2, 19.3, 19.4 and 19.5, we will give you written notice of the change or re-set. We will give you this notice at least 5 Business Days before the change or re-set takes effect to you or, if the Premises are in Queensland and the change or re-set results in an increase in any of your prices, fees or charges, at least 10 Business Days before the change or re-set will take effect. We will deliver the notice by your preferred form of communication where you have communicated this to us, or otherwise by the same method as that used for delivery of your bill. The notice will include all the information required by Energy Law.
- 19.7 Despite clause 19.6, we are not required to and may not provide a notice under that clause in certain circumstances including where you entered into the Agreement within 10 Business Days before the date on which the change or re-set is to take effect, and we have informed you of the change or re-set, and also where the change or re-set is a direct result of:
  - 19.7.1 a change to, or withdrawal or expiry of, a government funded energy charge rebate, concession or relief scheme; or



19.7.2 a change to any bank charges or fees, credit card charges or fees, or payment processing charges or fees applicable to you.

However, we will provide you with the notice under that clause as soon as practicable, and in any event no later than your next bill, where there are variations to your tariffs and charges that are a direct result of a tariff reassignment by your Distributor.

## 20 GST

Amounts specified in your Energy Plan and other amounts payable under the Agreement are inclusive of GST.

## 21 Your obligations

- 21.1 Title and risk in the Energy sold to you under the Agreement will pass to you at the point of connection with the Premises.
- 21.2 You must comply at all times with Energy Law.
- 21.3 You must:
  - 21.3.1 ensure your name and contact details (including your nominated addresses for notices and bills) and the details of the Premises are correct in the Agreement Details;
  - 21.3.2 ensure any other information you give us is correct and not false, misleading or deceptive; and
  - 21.3.3 notify us as soon as possible if:
    - a) 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); or
    - b) you are aware of any change that materially affects access to your meter.
- 21.4 You must not, and must take reasonable steps to ensure others do not:
  - 21.4.1 illegally use Energy supplied to the Premises;
  - 21.4.2 interfere or allow interference with any electrical or gas equipment that is at the Premises except as may be permitted by law;
  - 21.4.3 use the Energy supplied to the Premises or any electrical or gas equipment in a manner that:
    - a) unreasonably interferes with the connection or supply of Energy to another customer; or
    - b) causes damage or interference to any third party;
  - 21.4.4 allow Energy purchased from us to be used otherwise than in accordance with the Agreement and Energy Law; or
  - 21.4.5 tamper with, or permit tampering with, any meters or associated equipment.
- 21.5 You must ensure that any work on your Energy installation and appliances is done by accredited electricians and registered plumbers or gas fitters.

## 22 Energy distribution, supply and use

- 22.1 Your Distributor is responsible for the connection of the Premises to the distribution system, and the physical supply of Energy to the Premises (including the quality and reliability of the Energy supplied). If requested, we will procure connection services for the Premises from your Distributor as required by Energy Law, and in any event will arrange for your Distributor to supply Energy to the Premises.
- 22.2 You are responsible for how electricity is used on your side of the supply point at the Premises and for how gas is used on the Premises.
- 22.3 The quality and reliability of your Energy supply is subject to a variety of factors that are beyond our control, 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. Electricity supplied to the Premises may be subject to voltage and frequency fluctuations and gas supplied to the Premises may be subject to quality or pressure variations or deficiencies.
- 22.4 We may arrange planned interruptions to the supply of electricity to the Premises where permitted under Energy Law to install, maintain, repair or replace your electricity meter. If your electricity supply will be affected by such an interruption we (as opposed to your Distributor) are planning and clause 25 does not apply, we may seek your explicit informed consent to the interruption occurring on a specified date or to the interruption occurring on any day within a specified 5 Business Day range. Otherwise, we will give you at least 4 Business Days' notice by mail, letterbox drop, press advertisement or other appropriate means. We will use our best endeavours to restore supply as soon as possible.

- 22.5 If you request us to do so, we will use our best endeavours to explain a planned interruption to the supply of electricity to the Premises which was arranged by us. If you want a written explanation, then, within 10 Business Days of receiving your request, we will give you either the written explanation or an estimate of the time we may need to provide a more detailed explanation.
- 22.6 More broadly, you agree that, in the following circumstances, the supply of Energy to the Premises may be interrupted, and you will immediately cease or reduce using Energy at the Premises and will comply with directions from us or your Distributor:
- 22.6.1 when a supply interruption is allowed or required under the law;
  - 22.6.2 when a supply interruption occurs for reasons beyond our control;
  - 22.6.3 when a supply interruption occurs because of steps taken by your Distributor or AEMO;
  - 22.6.4 when a supply interruption occurs because there is insufficient Energy or system capacity to meet the needs of all users;
  - 22.6.5 when a supply interruption is required to allow repairs, testing, maintenance or other works; or
  - 22.6.6 when a supply interruption is necessary due to an Emergency or for reasons of public health or safety or the protection of any person or property.
- 22.7 Where reasonably possible and in accordance with Energy Law, we or your Distributor will give you prior notice of supply interruptions (though not necessarily in writing).
- 22.8 If you inform us that supply to the Premises has been interrupted and you want us to notify your Distributor, we will do so as soon as practicable.

### 23 Disconnection

- 23.1 We will comply with the terms, conditions and procedures set out in Energy Law when disconnecting the supply of Energy to the Premises. Without limitation, before disconnecting the Premises, we must comply with relevant warning notice requirements, and if the disconnection is because we do not have safe and unhindered access only, we must use our best endeavours to contact you to arrange an appointment with you for access to the Premises in addition to any warning notice. 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 the Premises or where there is an Emergency or public health or safety issue).
- 23.2 We may arrange for disconnection in the following circumstances, subject to Energy Law:
- 23.2.1 if you ask us to;
  - 23.2.2 if you are a Residential Customer, you do not pay your bill by the Due Date and, if the Premises are not in Victoria, you do not agree to an offer to pay the bill by instalments or, having so agreed, you fail to comply with the instalment arrangement;
  - 23.2.3 if you are a Victorian Residential Customer anticipating or facing payment difficulties and receiving assistance from us, you fail to make a payment or otherwise do not adhere to the terms of that assistance;
  - 23.2.4 if you are a Business Customer, you do not pay your bill by the Due Date or you fail to comply with the terms of an agreed payment plan;
  - 23.2.5 if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Premises;
  - 23.2.6 if you fail to give us safe and unhindered access to the Premises as required by clause 15.1 or any requirements under Energy Law;
  - 23.2.7 if you refuse to provide a Security Deposit or acceptable identification, we are entitled to require from you;
  - 23.2.8 if you use Energy at the Premises fraudulently, or intentionally use it contrary to Energy Laws; or
  - 23.2.9 we are otherwise entitled or required to do so under Energy Law.

### 24 Reconnection after disconnection

- 24.1 We must arrange the reconnection of the Premises if, within 10 Business Days of the Premises being disconnected:
- 24.1.1 you ask us to arrange for reconnection;
  - 24.1.2 you rectify the matter that led to the disconnection; and
  - 24.1.3 if we are permitted by Energy Law to impose a reconnection charge and request you to pay it, you pay that reconnection charge.
- 24.2 If you do not meet the requirements in clause 24.1 within 10 Business Days following disconnection, the Agreement will terminate automatically in accordance with clause 27.4.2.

## 25 Life support equipment

- 25.1 If a person living or intending to live at the Premises requires life support equipment, you must advise us that that is the case and register the Premises with us or your Distributor. To register, you will need to give us a written medical confirmation form from a registered medical practitioner that a person residing or intending to reside at the Premises requires life support equipment. Subject to Energy Law, the Premises may cease to be registered as having life support equipment if no medical confirmation is provided.
- 25.2 You must tell us or your Distributor if the life support equipment is no longer required at the Premises.
- 25.3 If you tell us that a person living or intending to live at the Premises requires life support equipment, then, subject to and in accordance with Energy Law, we will give you at least 50 Business Days to provide the required medical confirmation for the Premises. We will also give you general advice that there may be interruptions to the supply of electricity to the Premises which are planned by your Distributor or by us or which are unplanned, at least 4 Business Days' notice in writing of any interruption planned by us, information to assist you to prepare a plan of action in case of an unplanned interruption, and an emergency telephone contact number.

## 26 Vacating the Premises

- 26.1 If you are vacating the Premises, then, in addition to a notice under clause 27.1.1, you must provide your forwarding address to us for your final bill for the Premises.
- 26.2 If you fail to tell us that you are vacating the Premises or you fail to provide access to your meter, we will continue to bill you for Energy used at the Premises until such time as your meter has been read or the Agreement otherwise ends, and you must pay those bills in accordance with the Agreement.

## 27 Termination

- 27.1 You can end the Agreement by:
  - 27.1.1 giving us a notice stating you wish to end the Agreement in which case the Agreement will end on a date advised by us, of which we will give you at least 5 but no more than 20 Business Days' notice;
  - 27.1.2 by transferring the responsibility for the Energy supply at the Premises to another retailer, in which case the Agreement will end when this transfer is completed;
  - 27.1.3 by requesting us to disconnect the Energy supply to the Premises, in which case the Agreement will end 10 Business Days after disconnection; or
  - 27.1.4 by entering into a new agreement with us for the sale of Energy to you at the Premises, in which case the Agreement will end when the new agreement starts.
- 27.2 We can end the Agreement by giving you 20 Business Days' notice.
- 27.3 If your Energy Plan is on terms which require you to comply with certain conditions if you are to receive the prices, fees and charges or to enjoy the discounts or other benefits provided for in your Energy Plan, and you don't comply with those conditions, then we may give you 20 Business Days' notice requiring you to remedy your failure to comply with those conditions or to enter into a new agreement with us with a new energy plan. If you do neither, then the Agreement ends at the end of the 20 Business Days.
- 27.4 The Agreement will also end:
  - 27.4.1 if you start to use Energy at the Premises other than as a Small Customer;
  - 27.4.2 if the Premises are disconnected other than due to your request and you have not met the requirements for reconnection, in which case the Agreement will end 10 Business Days after the date of disconnection;
  - 27.4.3 when another person starts being supplied with Energy at the Premises, by us or by another retailer; or
  - 27.4.4 if we are no longer entitled to sell Energy due to a RoLR Event (see clause 36).
- 27.5 Before the Agreement ends, we must use our best endeavours to arrange for the reading of the meter and send you a final bill for the Premises.

## 28 Consequences of termination

- 28.1 When the Agreement ends, you must still make any outstanding payments to us, including all amounts billed for Energy used at the Premises under clause 26.2.
- 28.2 If the Agreement ends, and you continue to use Energy at the Premises but have not entered into a new agreement with us or transferred responsibility for the Premises to another retailer, then we will continue to sell you Energy at the Premises on the terms of our Standing Offer.

## 29 Force Majeure Events

- 29.1 If a Force Majeure Event happens, then each party's obligations (other than an obligation to pay money) are suspended to the extent they are affected by the Force Majeure Event.
- 29.2 The party affected by the Force Majeure Event must:
  - 29.2.1 try to remove, overcome or minimise its effects as soon as possible; and

29.2.2 give the other party prompt notice of its occurrence, and provide any information required by Energy Law.

29.3 If the effects of a Force Majeure Event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We will try to do this within 30 minutes of becoming aware of the Force Majeure Event or otherwise as soon as practicable.

### 30 Liability

30.1 Subject to Energy Law:

30.1.1 we are not liable to you for any loss or damage in connection with or arising out of the Agreement, except where we breach the Agreement or are negligent;

30.1.2 you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of the Agreement or negligence; and

30.1.3 you indemnify us and any third party against any liability in connection with or arising out of the use of Energy sold under the Agreement after ownership passes to you.

30.2 Nothing in this clause 30 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.

30.3 The Agreement does not affect any limitation of liability or immunity we have under Energy Law.

### 31 Warranties

31.1 Subject to clause 31.2 and to the extent permitted by law, the only warranties that apply to the Agreement are those that are expressly set out in the Agreement.

31.2 We give you all the warranties, undertakings and guarantees required at law about the condition and suitability of Energy, its quality, fitness for purpose and safety. Our liability for failure to comply with any such warranty, undertaking or guarantee is, to the extent permitted by law, limited (at our option) to:

31.2.1 in the case of goods, the replacement of the goods, the supply of equivalent goods or the payment of the cost of acquiring equivalent goods; and

31.2.2 in the case of a service, to the re-supply of the service or the payment of the cost of having the service supplied again.

### 32 Privacy

32.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your Personal Information and Sensitive Information.

32.2 You agree to us collecting relevant Personal Information and Sensitive Information about you contained in or which becomes available to us under the Agreement, and consent to us:

32.2.1 using that information to carry out our rights and obligations under the Agreement; and

32.2.2 disclosing that information to other persons who require it for the purposes of facilitating the supply of Energy and relevant services under the Agreement.

32.3 Our privacy and credit reporting policy is available on our website: [www.GloBirdEnergy.com.au](http://www.GloBirdEnergy.com.au).

### 33 Notices

33.1 Notices under the Agreement, including bills, must be sent in writing, unless Energy Law otherwise allows.

33.2 A notice sent under the Agreement is taken to have been received:

33.2.1 on the date it is handed to the receiving party, left at the Premises (in your case) or at our registered office (in our case), or successfully faxed (which occurs when the sender receives a transmission report to that effect);

33.2.2 on the date which is 3 Business Days after it is posted; or

33.2.3 on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and you have agreed to the use of electronic communications, as set out in the Agreement Details.

33.3 Our contact details for you to contact us or send us notices are as set out in our latest bill, or as otherwise notified to you from time to time.

### 34 Complaints

If you have a complaint relating to our sale to you of Energy, or the Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures. We will provide these to you on request, but you can easily find them on our website: [www.GloBirdEnergy.com.au](http://www.GloBirdEnergy.com.au). If you make a complaint, we will respond to your complaint in accordance with our standard complaints and dispute resolution procedures, and inform you of the outcome of your complaint and the reasons for our decision. If you are still not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman.

### 35 Inconsistencies

35.1 If these Terms and Conditions are different to or inconsistent with your Energy Plan, the latter prevails.

- 35.2 If any matter that is required to be included in the Agreement by Energy Law is not expressly dealt with in the Agreement, the relevant Energy Law is incorporated as if it were a term of the Agreement.
- 35.3 If there is any inconsistency between the Agreement and Energy Law, then the Agreement prevails to the extent of the inconsistency, unless the relevant Energy Law provides that it must prevail.

### 36 RoLR Events

If we are no longer entitled by law to sell Energy to you due to a RoLR Event occurring in relation to us:

- 36.1 the Agreement will automatically terminate and you will not be liable for any exit fee or other charge in respect of the termination; and
- 36.2 we will provide relevant information (including your name, billing address and metering identifier) to the entity appointed as the relevant designated retailer for the RoLR Event.

### 37 Our obligations

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

- 37.1 we are taken to have complied with the obligation if another person does it on our behalf; and
- 37.2 if the obligation is not complied with, we are still liable to you for the failure to comply with the Agreement.

### 38 Amending the Agreement

- 38.1 Subject to clause 38.2, we must both agree to any amendment to the Agreement.
- 38.2 To the extent permitted by law, we may amend the Agreement without your agreement:
  - 38.2.1 if we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or
  - 38.2.2 if, in our reasonable opinion, the amendment will confer an additional benefit on you, impose an additional obligation on us, or be of neutral impact on you, provided we comply with all applicable laws in making the amendment.

### 39 Transferring the Agreement

- 39.1 You may not assign, transfer or novate the Agreement without our prior written consent.
- 39.2 We may:
  - 39.2.1 assign, transfer or novate the Agreement; and
  - 39.2.2 transfer you as a customer, to any of our related bodies corporate or as part of the transfer of a substantial number of our customers to a third party, in which case we will notify you of the assignment, transfer or novation.

### 40 Governing law and jurisdiction

- 40.1 If there is one Premises or all Premises are in the same State, the Agreement is governed by the laws in force in that State.
- 40.2 If there are Premises in more than one State, the Agreement is governed by the laws in force in the State of Victoria. However, legislative and regulatory requirements in another State continue to apply to Premises in that State.
- 40.3 You submit to the non-exclusive jurisdiction of the courts of the State determined in accordance with clauses 40.1 or 40.2.

### 41 Definitions

In the Agreement including your Energy Plan:

**Acceptance Date** means the date you accept our offer to sell you Energy at the Premises as set out in the Agreement Details, in accordance with one of the acceptance methods set out in clause 3.2.

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body.

**Agreement Details** means the details which are included on and from the first page of the Agreement.

**Agreement Document** means a document evidencing the Agreement and which includes the Agreement Details, your Energy Plan and these Terms and Conditions.

**Billing Period** means the regular recurrent period for which you receive a bill from us, as set out the Agreement Details.

**Business Customer** means a customer who is not a Residential Customer;

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria, South Australia, New South Wales, the Australian Capital Territory, Queensland and Tasmania.

**Consumer Price Index** means, in respect of a Quarter, the All Groups Consumer Price Index Number: Weighted Average of Eight Capital Cities published by the Australian Bureau of Statistics for that Quarter.

**Credit Information** means credit information or credit eligibility information within the meaning given to those terms in the *Privacy Act 1988* (Cth).

**Disclosure Statement** means the statement of information in relation to the Agreement provided in accordance with applicable disclosure requirements under Energy Law.

**Distributor** means the person who operates the system that connects the Premises to the distribution system.

**Due Date** means the date by which you must pay your bill as set out in the bill, or such other date as 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 Ombudsman** means the energy ombudsman in the State in which the Premises are located.

**Energy** means either electricity or gas.

**Energy Law** means national and State-specific laws and rules relating to electricity and gas and the legal instruments made under those laws and rules and for Premises in South Australia, New South Wales, the Australian Capital Territory, Queensland and Tasmania includes the National Energy Retail Law and the National Energy Retail Rules and for Premises in Victoria includes the *Electricity Industry Act 2000* (Vic), the *Gas Industry Act 2001* (Cth) and the Energy Retail Code.

**Energy Plan** means the document of that name forming part of the Agreement, as amended or replaced from time to time.

**Energy Retail Code** means the Energy Retail Code, as amended or replaced from time to time, made by the Essential Services Commission under section 36 of the *Electricity Industry Act 2001* (Vic) and section 43 of the *Gas Industry Act 2001* (Vic).

**External Cost** means any cost we incur in connection with our business of buying and on-selling Energy the amount of which is not within our reasonable control, which may include (without limitation) the following costs:

- a) prices and charges payable to your Distributor for the supply of Energy to the Premises;
- b) costs which we incur directly or which are passed through to us by a supplier, and which result from the introduction of, or a change in, a tax or any applicable law;
- c) market charges and metering charges;
- d) any cost we incur in meeting any environmental obligation (whether mandated by law or embraced voluntarily) in connection with Energy used by you or other customers, and any charge or other cost we incur if we do not, or are not able to, meet that environmental obligation; and
- e) incremental amounts we pay for Energy resulting from force majeure affecting any of our suppliers.

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

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

**National Energy Retail Law** means the law of that name and in respect of the Premises means that law as it applies in the State in which the Premises are located.

**National Energy Retail Rules** means the rules of that name made under the National Energy Retail Law and in respect of the Premises means those rules as they apply in the State in which the Premises are located.

**Other Cost** means any cost we incur in connection with our business of buying and on-selling Energy, which is not an External Cost.

**Personal Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

**Premises** means each premises (of which there may be more than one) specified as such in the Agreement Details.

**Quarter** means a three-month period ending on 31 March, 30 June, 30 September or 31 December.

**Relevant Authority** means any person or body who has the power under law to direct us, including AEMO and State or Federal Police.

**Residential Customer** means a person who purchases Energy principally for personal, household or domestic use.

**Review Date** means for a Premises: (a) in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania, each date specified as such in your Energy Plan; and (b) in Victoria, each date that is one calendar month after the effective date of an approval of your electricity distributor's annual pricing proposal or your gas distributor's reference tariff variation by the Australian Energy Regulator, anticipated to be each date specified as such in your Energy Plan.

**RoLR Event** for a Premises in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania has the meaning given to that term in the National Energy Retail Law and for a Premises in Victoria has the meaning given to the term "last resort event" in the Energy Retail Code.

**Security Deposit** means an amount of money or other arrangement to provide security against you not paying a bill.

**Sensitive Information** has the meaning given to that term in the *Privacy Act 1988* (Cth).

**Significant CPI Increase** means an increase in the Consumer Price Index from one Quarter to the next of more than 1%.

**Small Customer** for a Premises in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania has the meaning given to that term in the National Energy Retail Law and for a Premises in Victoria has the meaning given to that term in the Energy Retail Code.

**Standing Offer** means the tariffs, terms and conditions that we offer under section 22 of the National Energy Retail Law for Premises in in South Australia, New South Wales, the Australian Capital Territory, Queensland or Tasmania or that we offer under section 35 of the *Electricity Industry Act 2000* (Vic) or under section 42 of the *Gas Industry Act 2001* (Vic) for Premises in Victoria, all of which are published on our website: [www.GloBirdEnergy.com.au](http://www.GloBirdEnergy.com.au).

**State** includes the Australian Capital Territory.