

Terms & Conditions for Supply of Electricity

PREAMBLE

This contract is about the sale of energy to you as a customer at your premises within an *embedded network*. The *Disclosure Document* also forms part of this contract.

In addition to this contract, the *energy laws* and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you. For example, the Electricity Industry Act 2000 and the Energy Retail Code set out specific rights and obligations. To the extent of any inconsistency between this contract and applicable *energy laws*, the provisions of the *energy laws* will prevail.

You also have a separate contract with us called Embedded Network Connection Contract. The Embedded Network Connection Contract deals with the operation of the embedded network.

1. THE PARTIES

This contract is between:

Make Mrk Unit Trust, trading as Assemble Connect (ABN 52 775 879 900) who sells energy to you at your premises (in this contract referred to as “we”, “our” or “us”); and

You, the customer to whom this contract applies (in this contract referred to as “you” or “your”).

2. DEFINITIONS AND INTERPRETATION

- (a) Terms used in this contract have the same meanings as they have in the Electricity Industry Act 2000 and the Energy Retail Code. However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) Where the simplified explanations at the end of this contract differ from the definitions in the Electricity Industry Act 2000 and the Energy Retail Code the definitions in the Electricity Industry Act 2000 and the Energy Retail Code prevail.

3. DO THESE TERMS AND CONDITIONS APPLY TO YOU?

3.1 These are our terms and conditions

This contract sets out the terms and conditions for the sale of energy to you as a customer at your premises within an *embedded network* under the Electricity Industry Act 2000 and the Energy Retail Code.

3.2 Application of these terms and conditions

These terms and conditions apply to you if:

- (a) you are a *customer*;
- (b) you reside within an *embedded network*; and
- (c) you request us to sell energy to you at your premises.

3.3 Electricity or gas

This contract is only for the sale of electricity. If you also use gas, your purchase of gas will be dealt with in a separate contract.

4. WHAT IS THE TERM OF THIS CONTRACT?

4.1 When does this contract start?

- (a) This contract starts when you provide your explicit informed consent for us to sell you electricity and we confirm with you that we have established your account.
- (b) Subject to clause 4.2, your *supply start date* is:
 - (i) if you are a new occupant – on the later of the date when you move into the premises and the date we become responsible for supply of energy within the *embedded network*;
 - (ii) if you are an existing occupant where you previously received supply from another *retailer* or exempt seller – on the earlier of the date we become responsible for supply of energy within the *embedded network* and the date your contract with your previous *retailer* or exempt seller ends; or
 - (iii) if you are an existing occupant where you were previously being supplied by us or a company related to us under a different contract - the date this contract starts under clause 4.1(a).

4.2 Cooling off period

- (a) Despite signing or accepting this contract, you may still withdraw with no charge within the 10 *business day* cooling off period. The cooling off period starts the *business day* after you enter into this agreement.
- (b) You can cancel this contract at any time within the 10 *business day* cooling off period by telling us verbally or in writing.

4.3 When does this contract end?

- (a) This contract ends:
 - (i) if we both agree to a date to end the contract—on the date agreed; or
 - (ii) If you are no longer a *small customer*:
 - (1) subject to paragraph (b), on a date specified by us, of which we will give you at least 5 but no more than 20 *business days* notice; or
 - (2) if you have not told us of a change in the use of your energy—from the time of the change in use; or
 - (iii) your premises are no longer part of the *embedded network*;
 - (iv) if you start to buy energy for the premises from a different *retailer* or *exempt person* under a customer retail contract—on the date the market retail contract or *exempt person* arrangement 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 Energy Retail Code for reconnection—10 *business days* from the date of *disconnection*.
- (b) If you do not give us safe and unhindered access to the premises to conduct a final meter reading (where relevant), this contract will not end under paragraph (a) (i) or (ii) until we have issued you a final bill and you have paid any outstanding amount for the sale of energy.
- (c) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

4.4 Vacating your premises

- (a) If you are vacating your premises, you must provide us with reasonable notice and your forwarding address for your final bill.

- (b) When we receive the notice, we must use our best endeavours 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 you at the forwarding address stated in your notice.
- (c) You will continue to be responsible for charges for the premises until your contract ends under clause 4.3 of this contract.

5. SCOPE OF THIS CONTRACT

5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the *energy laws*.
- (b) In return, you agree:
 - (i) to be responsible for charges for energy supplied to the premises from the *supply start date* until this contract ends under clause 4.3 even if you vacate the premises earlier; and
 - (ii) to pay the amounts billed by us under this contract; and
 - (iii) to meet your obligations under this contract and the *energy laws*.

5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the *embedded network*, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your embedded network operator under a separate contract called the Embedded Network Connection Contract.

6. YOUR GENERAL OBLIGATIONS

6.1 Full information

You must give us any information we reasonably require for this contract. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.

6.2 Updating information

You must tell us promptly 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 or to other equipment involved in providing metering services at the premises; or
- (c) there is any proposed change that you are aware of in plant or equipment, including metering equipment, or any change to the capacity or operation of connected plant or equipment that may affect the quality, reliability, safety or metering of the supply of energy to the premises or the premises of any other person; or
- (d) a person for whom the *life support equipment* is required vacates the premises or no longer requires the *life support equipment*.

6.3 Life support equipment

- (a) If you advise us that a person living at your premises requires *life support equipment*:
 - (i) we will register your premises as requiring *life support equipment*; and
 - (ii) comply with our obligations under the *energy laws*.
- (b) You must tell us if the *life support equipment* is no longer required at the premises.

6.4 Obligations if you are not an owner

If you cannot meet an obligation relating to your premises under this contract because you are not the owner you will not be in breach of the obligation if you take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

7. OUR LIABILITY

- (a) The quality and reliability of your electricity supply is subject to a variety of factors beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the wider distribution system and the acts of other persons (such as the distributor for your region), including at the direction of a *relevant authority*.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Electricity Law excludes our liability for any loss or damage you suffer because of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer because of the defective supply of energy.
- (d) The Competition and Consumer Act 2010 and other laws provide consumer guarantees and/or imply certain terms into contracts that cannot be legally excluded. Any liability we have to you under any such guarantee or term is limited to the maximum extent permitted by law, and if the law allows, is limited to:
 - (i) With goods, the supply of equivalent goods or paying you the cost of acquiring equivalent goods (at our option); and
 - (ii) With services, supplying the services again or paying you the cost of acquiring equivalent services (at our option).

8. PRICE FOR ENERGY AND OTHER SERVICES

8.1 What are our tariffs and charges?

- (a) Our tariffs and charges for the sale of energy to you under this contract are set out in the *Disclosure Document* attached to these terms and conditions.
- (b) We will not charge you more than the relevant maximum price for exempt sellers formulated by the Essential Services Commission and published on its website.
- (c) We may impose additional charges where it is permitted under the *energy laws*. Additional charges may include, but are not limited to:
 - (i) account establishment fees;
 - (ii) late payment fees;
 - (iii) debt collection fees; and
 - (iv) *disconnection* and reconnection charges.
- (d) If we impose additional charges under clause 8.1(c), those charges will not be greater than those charged under your *local retailer's* standard retail contract.

Note: We do not impose any charges for the termination of this contract.

8.2 Changes to tariffs and charges

If we vary our tariffs and charges, we will notify you of these changes as soon as practicable and no later than your next bill.

8.3 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.

8.4 Additional charges

- (a) We may require you to pay *additional retail charges* from time to time. These charges must be fair and reasonable having regard to the costs we incur.
- (b) Where you pay your bill using a method that results in us incurring a merchant service fee, we may recover that fee from you.
- (c) Where you pay your bill and that payment is dishonoured or reversed through your fault and we incur a fee we may recover that fee from you.

8.5 GST

- (a) Amounts specified in the *Disclosure Document* and other amounts payable under this contract will be stated to be inclusive of *GST*.

9. BILLING

9.1 General

We will 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 address nominated by you; or
- (b) to a person authorised in writing by you to act on your behalf at the 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 under the Energy Retail Code); and
- (b) the fees and charges for any other services provided under this contract during the *billing cycle*; and
- (c) the charges payable for services provided by the embedded network operator, including connection charges if you have asked for a new connection or connection alteration, and ancillary service charges.

9.3 Estimating the energy usage

- (a) You provide your explicit informed consent that we may estimate the amount of energy consumed at your premises if your meter cannot be read, if your metering data is not obtained (for example, if access to the meter is not given or the meter breaks down or is faulty), or if you otherwise consent.
- (b) We will not rely on an estimation of your meter value at the start of this contract, or to issue your final bill.
- (c) If we estimate the amount of energy consumed at your premises to calculate a bill, we must:
 - (i) clearly state on the bill that it is based on an estimation; and
 - (ii) when your meter is later read, adjust your bill for the difference between the estimate and the energy actually used.
- (d) If the later meter read shows 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.
- (e) 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 must give you information about your billing history for the previous 2 years for free. However, we may charge you if you require information going back more than 2 years or we have already given you this information in the previous 12 months.

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 on each bill by the date for payment (the pay-by date) on the bill. The pay-by date will be no earlier than 13 *business days* from the date on which we issue your bill.

10.2 Issue of reminder notices

If you have not paid your bill by the pay-by date, we will send you a reminder notice that payment is required. The reminder notice will give you a further due date for payment which will not be less than 6 *business days* after we issue the notice.

10.3 Difficulties in paying

- (a) If you have difficulties paying your bill, contact us as soon as possible. We will provide you with information about standard assistance options to help you avoid getting into arrears. Standard assistance we provide may include:
 - (i) making payments of an equal amount over a specified period;
 - (ii) options for paying at different intervals;
 - (iii) extending by a specified period the pay-by date for a bill for at least one *billing cycle* in any 12 month period; and
 - (iv) paying for energy use in advance.
- (b) If you are in arrears we will provide you with information about tailored assistance we can provide. Tailored assistance we provide may include:
 - (i) repayment of arrears over not more than 2 years by payments at regular intervals of up to one month;
 - (ii) advice from the *retailer* about payment options that would enable a *customer* to repay their arrears over not more than 2 years;
 - (iii) specific advice about any government and non-government assistance (including Utility Relief Grants and energy concessions) available to help a *customer* meet their energy costs.
- (c) Additional Details of the assistance that may be available to you can be found under the Electricity Industry Act 2000 and the Energy Retail Code, or can be provided to you on request and free of charge.

10.4 Late payment fees

If you have not paid a bill by the pay-by date, we may require you to pay a late payment fee where we may do so under the *energy laws*.

11. METERS AND ACCESS

11.1 Your obligations

- (a) You must provide us and our authorised representatives (with all necessary equipment) safe and unhindered access to the premises, including taking appropriate action to prevent menacing or attack by animals at the premises, at any reasonable time to allow us to:
 - (i) read, test, maintain, inspect or alter any metering installation at the premises; and
 - (ii) calculate or measure energy supplied or taken at the premises; and
 - (iii) check the accuracy of metered consumption at the premises; and
 - (iv) replace meters, control apparatus and other energy equipment of ours; and
 - (v) connect or disconnect the premises; and
 - (vi) examine or inspect an energy installation at the premises; and
 - (vii) inspect, make safe, operate, change, maintain, remove, repair or replace any work at the premises; and
 - (viii) undertake repairs, testing or maintenance of the *embedded network* distribution system; and
 - (ix) clear vegetation from the *embedded network* distribution system including any equipment owned by us; and
 - (x) Determine the appropriate tariff or charging category for the premises; and
 - (xi) perform services requested by you.
- (b) We will use our best endeavours to ensure that a meter reading is carried out as frequently as needed to prepare your bills, consistently with the metering rules and at least once every 12 months.

11.2 Our obligations

If we or our representatives seek access to the premises under clause 11.1 above, we will:

- (a) comply with all requirements under the *energy laws*; and
- (b) carry or wear official identification; and
- (c) show the identification if requested.

12. UNDERCHARGING AND OVERCHARGING

12.1 Undercharging

- (a) If we have undercharged you, we may recover the undercharged amount from you. If we recover an undercharged amount from you:
 - (i) we will not charge interest on the undercharged amount; and
 - (ii) we will offer you time to pay the undercharged amount in instalments over the same period of time during which you were undercharged (if less than 12 months), or otherwise over 12 months.
- (b) The maximum amount we can recover from you is limited to the amount undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

12.2 Overcharging

- (a) Where you have been overcharged by less than \$50, and you have paid the overcharged amount, we must credit that amount to your next bill.

- (b) 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 paid that amount, we must credit that amount to your next bill. However, if you request otherwise, we will comply with that request.
- (c) 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*.
- (d) 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.

12.3 Reviewing your bill

- (a) If you disagree with the amount you have been charged, you can ask us to review your bill under 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. If the meter or metering data is correct, you will be liable for the cost of the check or test. However, if the meter or metering data proves to be faulty or incorrect, you do not have to pay the cost of the test or check.
- (c) If your bill is being reviewed, you are still required to pay any other bills from us that are due for payment and the lesser of:
 - (i) the portion of the bill you do not dispute; or
 - (ii) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute).
- (d) If you are not satisfied with our decision after we complete a review of your bill, you may complain to the Energy and Water Ombudsman Victoria.

13. DISCONNECTION OF SUPPLY

13.1 When can we arrange for disconnection?

Subject to us satisfying the requirements in the Energy Retail Code and Energy Distribution Code, we may arrange for the *disconnection* of your premises if:

- (a) you do not pay your bill by the pay-by-date or, if you are a *residential customer* receiving assistance under Part 3 of the Energy Retail Code, you fail to make a payment or otherwise do not adhere to the terms of that assistance; or
- (b) you fail to give us safe and unhindered access to the premises as required by clause 11 or any requirements under the *energy laws*; or
- (c) there has been illegal or fraudulent use of energy at your premises in breach of clause 15 of this contract; or
- (d) we are otherwise entitled or required to do so under the *energy laws*.

13.2 Notice and warning of disconnection

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Electricity Retail Code and Electricity Distribution Code. However, we do not have to provide a warning notice before *disconnection* in certain circumstances (for example, where there has been illegal or fraudulent use of energy at your premises or where there is an *emergency* or health and safety issue).

13.3 When we must not arrange disconnection

- (a) Subject to paragraph (b), your premises may not be disconnected during these times ('the protected period'):
 - (i) on a *business day* before 8.00am or after 2.00pm; or
 - (ii) on a Friday or the day before a public holiday; or

- (iii) on a weekend or a public holiday; or
 - (iv) on the days between 20 December and 31 December (both inclusive) in any year.
- (b) Your premises may be disconnected within the protected period:
 - (i) for reasons of health and safety; or
 - (ii) in an *emergency*; or
 - (iii) as directed by a *relevant authority*; or
 - (iv) if you request us to arrange *disconnection* within the protected period; or
 - (v) if your premises contain a commercial business that only operates within the protected period and where access to the premises is necessary to effect *disconnection*; or
 - (vi) where the premises are not occupied; or
 - (vii) where *disconnection* is permitted by applicable *energy laws*; or
 - (viii) where *disconnection* is permitted under your customer connection contract.

13.4 Life support equipment

We must not disconnect your premises if they are registered as having *life support equipment*:

- (a) except in an *emergency*, or
- (b) when notified of a *planned interruption* by the distributor and we give you notice under the *energy laws*.

14. RECONNECTION AFTER DISCONNECTION

- (a) We must arrange for the reconnection of your premises as soon as practicable and no later than 2 *business days* 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 contract 10 *business days* following *disconnection* if you do not meet the requirements in paragraph (a).
- (c) If we disconnect the premises where we did not have a right to do so, we must reconnect the premises as soon as possible and without charge

15. WRONGFUL AND ILLEGAL USE OF ENERGY

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) interfere or allow interference with any energy equipment at your premises except as permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that:
 - (i) unreasonably interferes with the connection or supply of energy to another *customer*; or
 - (ii) causes damage or interference to any third party; or

- (d) allow energy purchased from us to be used otherwise than under this contract and *energy laws*; or
- (e) tamper with, or permit tampering with, any meters or associated equipment.

15.2 Consequences for wrongful or illegal use

If you do not comply with clause 15.1 above, we may, under the *energy laws* take any of these actions:

- (a) estimate the amount of energy obtained wrongfully or illegally and take debt recovery action against you for that amount; and
- (b) undertake (or agree that you undertake) any necessary rectification work at your cost; and
- (c) arrange for the immediate *disconnection* of the premises.

16. NOTICES AND BILLS

- (a) We prefer to communicate with you electronically, with notices and bills sent via email and your payments made by direct debit. However, you are not obliged to comply with our preference and we also offer convenient alternative forms of communication and payment methods in compliance with the *energy laws*. We can provide you with further information about these alternatives on request.
- (b) Notices and bills under this contract must be sent in writing, unless this contract or the Electricity Industry Act 2000 and the Energy Retail Code say otherwise.
- (c) A notice or bill sent under this contract is taken to have been received by you or by us (as relevant):
 - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
 - (ii) on the date 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.
- (d) Our contact details for you to contact us or send us a notice are as set out in our bill to you, or as notified to you from time to time.

17. PRIVACY ACT NOTICE

We will comply with all relevant privacy legislation in relation to your personal information. You can find a summary of our privacy policy on our website www.assembleconnect.com.au. If you have questions, you can contact our privacy officer.

18. COMPLAINTS AND DISPUTE RESOLUTION

18.1 Complaints

If you have a complaint relating to the sale of energy by us to you, or this contract generally, you may lodge a complaint with us under our standard complaints and dispute resolution procedures.

If you have a complaint, please refer to the standard complaints and dispute resolution procedure on our website www.assembleconnect.com.au.

18.2 Our obligations in handling complaints

If you make a complaint, we must respond to your complaint within the required timeframes set out in our standard complaints and dispute resolution procedure and inform you:

- (a) of the outcome of your complaint and the reasons for our decision; and

- (b) that if you are not satisfied with our response, you may refer the complaint to the Energy and Water Ombudsman Victoria.

19. FORCE MAJEURE

19.1 Effect of force majeure event

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

- (a) the obligation, other than an obligation to pay money, is suspended to the extent it is affected by the *force majeure event* for as long as the *force majeure event* continues; and
- (b) the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the event, an estimate of its likely duration, the extent to which the affected party's obligations are affected and the steps being taken to remove, overcome or minimise those effects.

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 provide the necessary information 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 Victoria govern this contract.

21. CONTINUITY OF SUPPLY

We will notify you, the *ESC* and the *AER* immediately if we are (or expect to be) disconnected, or there is any likelihood we cannot continue supplying energy. If we stop supplying you energy, this contract will end and you will not be charged a termination fee. We will provide your relevant information (including your name, billing address and metering identifier) to the entity appointed to continue your energy supply.

22. GENERAL

22.1 Our obligations

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

- (a) we are taken to have complied with the obligation if another person does it on our behalf; and
- (b) if the obligation is not complied with, we are still liable to you for failing to comply with this contract.

SIMPLIFIED EXPLANATION OF TERMS

additional retail charge has the meaning in the Energy Retail Code;

AER means the Australian Energy Regulator;

billing cycle means the regular recurrent period for which you receive a bill from us. The billing cycle for this contract is set out in the Disclosure Document;

business day means a day other than a Saturday, a Sunday or a public holiday;

customer means a person who buys or wants to buy energy from a *retailer* or *exempt person*;

day means calendar day;

Disclosure Document means the document attached to this contract containing details and information about your rights relating to the purchase of electricity from us;

disconnection means an action to prevent the flow of energy to the premises, but does not include an *interruption*;

embedded network means a privately owned and operated electricity distribution system that is connected to the wider distribution system by way of a single connection point;

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 laws means national and State and Territory laws and rules relating to energy and the legal instruments made under those laws and rules;

ESC means the Essential Services Commission of Victoria;

exempt person means a person exempt from holding a licence under section 16 of the Electricity Industry Act to engage in certain activities as set out in clauses 4 and 5 of the General Exemption Order (deemed exemption of *retailers* and exemption of registered *retailers*);

force majeure event means an event caused directly or indirectly by any event beyond the reasonable control of a party, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, a pandemic or epidemic, terrorist activities, nationalisation, government sanction, blockade, embargo, labour dispute, strike or lockout;

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

interruption means a temporary unavailability or temporary curtailment of the supply of electricity from a distribution system to a *customer*, but does not include *disconnection*;

life support equipment means any of the following:

- (a) an oxygen concentrator;
- (b) an intermittent peritoneal dialysis machine;
- (c) a kidney dialysis machine;
- (d) a chronic positive airways pressure respirator;
- (e) crigler najjar syndrome phototherapy equipment;
- (f) a ventilator for life support;
- (g) in relation to a particular *customer*—any other equipment that a registered medical practitioner certifies is required for a person residing at the *customer's* premises for life support or otherwise where the *customer* provides a current medical certificate certifying that a person residing at the *customer's* premises has a medical condition which requires continued supply of electricity;

local retailer means the electricity retailer designated as the default supplier of electricity for the *embedded network*;

planned interruption means an *interruption* of the supply of energy for the planned maintenance, repair or augmentation of either the distribution system or the *embedded network* distribution system, including planned or routine maintenance of metering equipment, or the installation of a new connection or a connection alteration;

relevant authority means any person or body with 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 licensed to sell energy to *customers*;

small customer is defined in the *energy laws* and includes:

- (a) any *residential customer*; and
- (b) any small business customer that consumes energy at a level less than the threshold as defined in the relevant jurisdiction's *energy laws* from time to time;

supply start date means the date that we start supplying you with energy.

DISCLOSURE DOCUMENT

Supply Start Date	Lease start date
Power of Choice	As an exempt electricity supplier, Assemble Connect is subject to relevant energy and consumer protection legislation. However, our obligations to customers are not the same as those of a licensed retailer. You have a right to elect to purchase electricity from a licensed retailer of your choice. However, please note that not all licensed retailers will supply customers within embedded networks and some may require you to install a new meter of their choosing. Links to the relevant legislation are provided below: Network Conditions General Exemption Order Energy Retail Code
Complaints and Dispute Resolution	Assemble Connect have developed Standard Complaints and Dispute Resolution Procedures that can be accessed on our website and can be contacted in relation to complaints and disputes via: - Email: support@assembleconnect.com.au - Phone: 1300 110 119 Assemble Connect is also registered with the Victorian Energy Ombudsman. You have the right to access this scheme if you are unsatisfied with how we have handled your complaint.
Financial Difficulty	Assemble Connect is required to provide you with certain minimum assistance under the energy legislation to help you to manage your bills. On request, we will send you information about how to access that assistance, including details about alternative payment arrangements and forms of government and non-government assistance that may be available to you. The alternative payment arrangements that we offer include: • making payments of an equal amount over a specified period; • options for making payments at different intervals; • extending by a specified period the pay-by date for a bill for at least one billing cycle in any 12 month period; • paying for energy use in advance. If you would like more information, or to request assistance, please contact us at: - Email: support@assembleconnect.com.au

	- Phone: 1300 110 119
Fault or Emergency	If there is an emergency or electrical fault, you should contact us or your distributor using the telephone numbers provided below: Assemble Connect: 1300 110 119 Distributor: Jemena - 1300 131 871
Life Support Equipment	Does a person residing or intending to reside at your premises require life support equipment? If so, please notify us right away. - Email: support@assembleconnect.com.au - Phone: 1300 110 119