



Market Agreement Terms

VIC | SA | NSW | QLD

Please read over this important information and store in a safe place for future reference.

For further information about your energy account with Pacific Blue Retail please visit www.pacificblue.com.au

If you have any queries regarding your account please contact our friendly Customer Solutions team on **133 669** from Monday to Friday between 8:00am to 6:00pm AET who will gladly assist you.

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Pacific Blue Retail Pty Ltd
ABN 43 155 908 839

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Preamble

These Terms, together with your Energy Plan form your Market Agreement with us for the supply and sale of Energy to you.

In addition to your Market Agreement, the Energy Laws and other consumer laws contain rights and obligations that apply to you and to us. These Terms are intended to reflect the minimum requirements of the Energy Laws and all relevant rights and obligations of the Energy Laws are intended to be incorporated into your Market Agreement. These Terms should be taken to

be automatically amended to reflect relevant changes that occur to the Energy Laws from time to time. If any amendments materially affect your rights or obligations, we will advise you as soon as possible after the Energy Laws are amended. In the case of any inconsistency between the Energy Laws and these Terms, these Terms will prevail to the extent allowed by the Energy Laws. Any inconsistency not allowed by the Energy Laws will be void.

You can find more information about your Market Agreement on our website: www.pacificblue.com.au.

Unless otherwise specified, capitalised words used in these Terms are defined at the end of these Terms.

1 About your Market Agreement

1.1 The parties

Your Market Agreement is between:

- a) Pacific Blue Retail Pty Ltd (ABN 43 155 908 839) who sells Energy to you at your Supply Address (in these Terms referred to as **'we'**, **'our'** or **'us'**); and
- b) you, the Customer to whom this Market Agreement applies as set out in the Energy Plan (in these Terms referred to as **'you'** or **'your'**).

1.2 Application of these Terms

- a) These Terms will apply to you if you are a Small Customer in relation to a Supply Address in New South Wales, South Australia, Queensland and Victoria.
- b) Whether you are a Small Customer is determined by the Energy Laws and is

dependent on the amount of Energy you use. You must notify us immediately if your Energy usage changes significantly such that you are not or cease to be a Small Customer.

- c) We may, acting reasonably, end your Market Agreement, or vary these Terms or your Energy Plan if you are not or cease to be a Small Customer and we will notify you of this termination or variation.
- d) These Terms may apply to more than one Supply Address. However, a separate Market Agreement will apply to each Supply Address.

1.3 Separate Market Agreements

- a) These Terms apply to our supply and sale of electricity and gas to you. Some terms may only apply to either electricity or gas.
- b) If we are your retailer for both electricity and gas, then you will have separately agreed for us to supply each Energy type to your Supply Address.
- c) Termination of our agreement to supply you one Energy type will not automatically terminate our agreement to supply you with the remaining Energy type, unless our agreement to supply you with both electricity and gas has ended.

1.4 About your Energy Plan

- a) Your Energy Plan sets out our offer to sell Energy to your Supply Address, including our Charges and any Benefit(s) (**Offer**).
- b) Your Energy Plan will commence on the Supply Start Date and, subject to clauses 1.4(c) and 3.2(c), will continue until we offer you a new Energy Plan. Any Fixed Price Period or Benefit provided under your Energy Plan will also commence on the Supply Start Date, unless a later date is specified in your Energy Plan.
- c) Unless ended sooner in accordance with these Terms, any Fixed Price Period or Benefit Period, as applicable, is for the duration set out in your Energy Plan. We may charge you any exit fee specified in your Energy Plan if you end a Fixed Price Period or Benefit Period early.

- d) If your Energy Plan contains a Fixed Price Period or a Benefit Period, we will send you a notice:
 - i) for a Supply Address in New South Wales, South Australia or Queensland:
 - A) no later than 5 Business Days before your Fixed Price Period or a Benefit that fixes your Energy Charges for a specified period ends, unless your Supply Address is in Queensland, in which case we will provide you at least 10 Business Days' notice of any increases to your Energy Charges; or
 - B) no earlier than 40 Business Days and no later than 20 Business Days, where your Benefit does not relate to us fixing your Energy Charges for a specified period; or
 - ii) for a Supply Address in Victoria, no later than 5 Business Days before:
 - A) your Fixed Price Period comes to an end; or
 - B) we change any Benefit under your Energy Plan.
- e) At the end of your Fixed Price Period or Benefit Period, as applicable, your Energy Plan will end but your Market Agreement will continue. We may offer you a new Energy Plan that may include a new Fixed Price Period or a new Benefit for an additional period (**New Offer**).
- f) If you reject the New Offer, or we do not send you a New Offer, you will be required to pay our then applicable published Charges for a Standing Offer, with no Benefit, until your Market Agreement ends under clause 9. For a Supply Address in Victoria, we will only increase the Standing Offer Charges payable pursuant to this clause 1.4(f) on each anniversary of the date that you rejected our New Offer, even if our published Standing Offer Charges increase.
- g) If you do not reject the New Offer, your new Energy Plan will commence on the date specified in the New Offer and your Market Agreement will be amended to include your new Energy Plan, and continue under these Terms.

2 When does your Market Agreement start?

2.1 Contract preconditions

- a) Subject to clauses 2.1(b) and 2.2, your Market Agreement starts when you accept the Offer.
- b) If permitted by the Energy Laws, we may cancel your Market Agreement at any time by giving you written notice if:
 - i) we are not satisfied with information you have provided to us about your eligibility for the Offer;
 - ii) you do not pay us any requested Security Deposit, or otherwise meet our credit requirements;
 - iii) the Supply Address is or becomes connected to an Embedded Network; or
 - iv) the transfer process referred to in clause 2.3(c) is delayed, does not occur or otherwise cannot take place on the scheduled transfer date.

2.2 Cooling-off period

- a) You have a right to cancel the Market Agreement within 10 Business Days starting the first Business Day after the later of:
 - i) the date specified in your Energy Plan, or if no date is specified, the date you sign your Energy Plan or you accept your Market Agreement over the phone or on-line; and
 - ii) the date you receive a copy of these Terms, your Energy Plan and our Customer disclosure statement, (the **Cooling-off Period**).
- b) You can cancel your Market Agreement without penalty at any time within the Cooling-off Period. To cancel, call us or complete the cancellation notice included at the back of these Terms and return it to us at the address set out in the cancellation notice.
- c) If you cancel your Market Agreement during the Cooling-off Period, you will continue to

be supplied with Energy under any previous arrangements you have with us or another retailer.

2.3 Commencing supply

The Supply Start Date will be the later of:

- a) if you are already our Customer, the day on which you accept our Offer and satisfy any relevant pre-conditions;
- b) the day you are connected to the relevant distribution system and we become financially responsible to pay the relevant wholesale market price for Energy used at your Supply Address; or
- c) if you are transferring to us from another retailer, the date on or from which we become financially responsible to pay the relevant wholesale market price for Energy used at your Supply Address. If you have a remotely read smart meter, we may backdate the transfer date of your electricity account to take effect from the date on which you accepted our Offer.

3 Prices for Energy and other services

3.1 Our charges

- a) Your Energy Plan sets out the Charges that apply at the time you accepted our Offer. We may vary these Charges in accordance with clause 3.2.
- b) You must pay us the Charges. The Charges include:
 - i) amounts for the supply and sale of Energy described below:
 - A) daily supply charges for your Supply Address, regardless of how much Energy you use;
 - B) charges for each unit of electricity or gas you use (listed on your bill as “cents per kilowatt hour (c/kWh)” for electricity and “cents per megajoule (c/MJ)” for gas);
 - C) if applicable, demand charges (listed on your bill as “cents per kW per day” or “cents per kVA per day” for electricity or “cents per MJ

- per day” for gas and multiplied by the number of days in your Billing Cycle);
- D) if applicable, charges for the sale of GreenPower to you;
 - E) any amounts that your Distributor or Metering Coordinator charges for services provided at your Supply Address, including disconnection fees, connection fees and special meter reading fees;
 - F) any applicable disconnection, reconnection or call-out fee for the disconnection or reconnection of your Supply Address;
 - G) any taxes (including GST), duties, imposts, levies, regulated charges, costs, fees and charges that we have to pay (directly or indirectly) when we sell and supply Energy, including GreenPower or other goods and services to you; and
- ii) fees or costs that we have to pay (directly or indirectly) as a result of any emissions trading or carbon scheme; and if notified by us to you, the fees described below:
- A) a fee for paying by MasterCard, Visa, BPay or any other payment method where we incur a merchant services fee;
 - B) except with respect to Supply Addresses in Victoria, a late payment fee for paying your bill (or part of your bill) after the Due Date;
 - C) an account establishment fee for transferring your Energy supply to us from another retailer or setting up your account with us for the first time, for your Supply Address;
 - D) a fee for paying your bill over the counter, in person, or via Post BillPay;
 - E) except with respect to a Supply Address in New South Wales, a fee for receiving a bill in the mail; and

- F) an exit fee for ending a Fixed Benefit Period or Benefit Period early. The Energy Plan sets out the amount of the exit fees or the manner in which they will be calculated.
- c) In some circumstances you must also pay us the other amounts described below:
 - i) any reasonable costs as previously agreed between you and us that we incur for arranging Energy distribution network and connection services for you;
 - ii) if you breach your Market Agreement or the Energy Laws, any reasonable costs we incur as a result of that breach, except where those amounts are included in one of the Charges (such as the late payment fee);
 - iii) any fees or additional costs we incur if your payment is dishonoured or reversed;
 - iv) any reasonable costs we pass through to you for the provision of metering services by the Distributor or Metering Coordinator, including the replacement of your existing meter with a new meter; and
 - v) any other amounts referred to in your Market Agreement.
- d) We may impose additional Charges, the amount of which must be reasonable having regard to the amount of related costs we incur in selling Energy to you as a result of the introduction of, or a change in, a tax or any other Energy Law.
- e) Unless expressly stated otherwise, all amounts payable under your Market Agreement are inclusive of GST. Where a Charge is expressed to be GST exclusive, we will increase the amount by the amount of GST payable.

3.2 Varying the charges

- a) We may vary the Charges at any time by notice to you providing you with information required by the Energy Laws. The notice may be by a message on your bill.

- b) If we vary the Charges:
 - (i) for a Supply Address in Queensland and the change results in an increase in the Charges, we will give you at least 10 Business Days' notice;
 - ii) for a Supply Address in New South Wales and South Australia, or where a change results in a decrease in the Charges in Queensland, we will notify you at least 5 Business Days prior to the variation by way of a notice; and
 - iii) for a Supply Address in Victoria, we will notify you at least 5 Business Days prior to the variation by way of a bill change alert.
- c) We may also vary the Charges, including any Charges fixed under your Energy Plan, by notice to you in the following limited circumstances:
 - i) if any of the information we used in determining the Charges for Energy is incorrect or changes (such as your supply area, meter configuration, or network tariff);
 - ii) if the meter at your Supply Address is changed from an accumulation meter to an interval meter; or
 - iii) we are required or expressly permitted to do so under the Energy Laws.
- d) For the avoidance of doubt, the continued application of the network tariff and Charges that formed the basis of your Energy Plan depend on:
 - i) you continuing to satisfy the relevant eligibility criteria associated with the network tariff category;
 - ii) the corresponding network tariff continuing to be available at your Supply Address;
 - iii) the continued availability of the required meter type or metering configuration.
- e) You must inform us immediately if there is any change in your usage or meter installation that may affect your current tariff classification.

- f) Where we become aware of any change in:
 - i) your eligibility to satisfy the conditions of your current tariff;
 - ii) your network tariff that the Distributor assigns to your Supply Address; or
 - iii) the meter installed at your Supply Address, including a digital smart meter being installed at your Supply Address, we may transfer you to a different tariff, which may result in variations being made to your Charges from that time.
- g) Charges payable following a network tariff reassignment may vary depending on your Distributor, network tariff and rates we are offering at the time that the reassignment takes effect.
- h) If we vary your Charges following a network tariff reassignment, we will:
 - i) notify you of any changes in accordance with relevant Energy Laws; and
 - ii) subject to this clause 3.2, not make any further changes to your usage and supply charges for the remainder of any Fixed Price Period agreed under your original Energy Plan.
- i) Notwithstanding clause 3.2(h)(ii), we may vary a Benefit before the end of your Market Agreement subject to any restriction on the variation of Benefits set out in your Energy Plan or as otherwise set out under relevant Energy Laws.
- j) If we vary a Benefit, we must send you a notice:
 - i) for a Supply Address in New South Wales, South Australia or Queensland, no earlier than 40 Business Days and no later than 20 Business Days; and
 - ii) for a Supply Address in Victoria, no later than 5 Business Days, before the date on which the variation of the Benefit is to take effect, providing you with information required by the Energy Laws.
- k) You acknowledge your explicit informed consent to our right to vary your Charges

and Benefits under your Market Agreement in accordance with this clause 3.2.

- l) If the Charges or a Benefit change during a Billing Cycle, we will calculate your bill for that Billing Cycle on a pro-rata basis using:
 - i) the rate of the old Charges or a proportion of the old Benefit (as applicable) up to and including the date of change; and
 - ii) the rate of the new Charges or a proportion of the new Benefit (as applicable) from that date to the end of the Billing Cycle.
- m) Clause 4.4 will apply to any under or overcharge that may result from us varying your Charges or Benefit under this clause 3.2.

4 Billing

4.1 General

- a) We will send you a bill for the relevant Energy usage and other Charges you incur at your Supply Address.
- b) We will send your bill by prepaid post or by email to the contact address or email address (as applicable) that you provide to us. You will notify us of any changes to any contact address or email address that you provide us from time to time.
- c) If you do not provide us with an address or we cannot contact you at any address you have provided to us (for example, your bill is returned to us), we may send the bill to any one of your Supply Addresses to which these Terms apply.
- d) We will bill you at least once every three months for electricity and at least once every two months for gas.

4.2 Calculating your bills

- a) Except as otherwise set out in this clause 4.2, the amount payable by you on your bill will be based on:
 - i) the amount of Energy you use during a Billing Cycle determined in accordance with the Energy Laws by:

- A) reading the meter at your Supply Address;
 - B) estimating your Energy usage, in circumstances where a meter cannot be read, or where we have not been provided metering data; or
 - C) such other method as agreed between you and us; and
- ii) the amount of fees and Charges for the other services provided under your Market Agreement during the Billing Cycle as set out in clause 3.1.
- b) If your bill is based on an estimate of your usage and we later have a measurement of your actual usage, we will adjust a subsequent bill for the difference between the estimate and your actual usage.
 - c) If you otherwise want an estimated bill replaced with a bill based on a meter reading, we will do that on request. We may impose an additional charge for doing so.
 - d) Your bill may cover a period other than your usual Billing Cycle or a period during which the rates applicable to you change. We will charge you in proportion to the relevant periods and clearly show relevant details on the bill.
 - e) You provide your explicit informed consent to our use of estimates as a basis for calculating your Energy usage.

4.3 Bill reviews

- a) We will review your bill on request. While we review your bill, you must pay any amount that is not in dispute or such other amount that we may ask you to in accordance with the Energy Laws by the Due Date. You must also pay any future bills by the Due Date.
- b) You can ask to have your meter tested as part of the review.
 - i) If your Supply Address is in New South Wales or South Australia, we may ask you to pay the cost of the meter test before we arrange it, and then refund this amount (or offset it against any outstanding amount on your bill) if the

- test finds that the meter or meter data is faulty or incorrect.
- ii) If your Supply Address is in Victoria or Queensland, we may ask you to pay the cost of the meter test if the test shows the meter or meter data is not faulty or incorrect.
 - c) If the review finds the bill is correct, you must pay the unpaid amount. If the review finds the bill is incorrect, we will correct the bill under review.

4.4 Undercharged and overcharged amounts

- a) Subject to clause 4.4(b), if for any reason we have undercharged or not charged you, we may recover from you the full amount undercharged or not charged, unless this is unreasonable in the circumstances. We will list the amount to be recovered as a separate item in a special bill or in our next bill.
- b) We may recover from you the amounts that should have been charged in the:
 - i) nine months before we notify you of the undercharging, if your Supply Address is in New South Wales, South Australia or Queensland; or
 - ii) four months before we notify you of the undercharging, if your Supply Address is in Victoria, unless the undercharging is because of your fault or unlawful act or omission, in which case we can recover all amounts undercharged and may also charge you interest if not prohibited by the Energy Laws.
- c) If we have overcharged you by less than \$50, and you have already paid the overcharged amount, we must credit that amount to your next bill.
- d) If we have overcharged you by more than \$50, we must inform you within 10 Business Days after becoming aware of the error and, if you have already paid that amount, unless otherwise reasonably directed by you we must credit the amount on your next bill or otherwise repay the amount to you within 10 Business Days.

- e) If we have overcharged you as a result of your own unlawful act or omission, we may limit the amount we credit or pay to you to the amount you were overcharged in the previous 12 months.

4.5 Your historical billing information

- a) On request, we will give you information about your billing history for the previous two years free of charge.
- b) However, we may charge you if you require information that is more than two years old or:
 - i) for Customers in Victoria, if we have already given you this information in the previous 12 months; or
 - ii) for Customers in New South Wales, South Australia, or Queensland, if we have already given you this information four times in the previous 12 months for electricity or once in the previous 12 months for gas.

4.6 Your electricity usage information

- a) If your Supply Address is in New South Wales, South Australia or Queensland, on request we must give you information about your electricity usage for up to two years free of charge. However, we may charge you if:
 - i) we have already given you this information four times in the previous 12 months;
 - ii) the information requested is different in manner or form to any minimum requirements we are required to meet; or
 - iii) the information is requested by your authorised representative, and that request is part of a request the representative makes to us in relation to more than one Customer.

5 Payments

- a) You must pay each bill in full by the Due Date.

- b) You can use any of the options listed on the bill to make payment subject to any information to the contrary set out in your Energy Plan.
- c) If you do not pay a bill by the Due Date (unless you have requested a review of the bill) we may do one or more of the following:
 - i) charge you interest on and from the Due Date;
 - ii) apply any Security Deposit in the circumstances described in clause 6.2;
 - iii) disconnect the Energy supply to the relevant Supply Address in accordance with clause 7;
 - iv) ask a debt collection agency to obtain the payment from you; and
 - v) rely on any other rights we have under your Market Agreement.
- d) If you have more than one agreement with us, such as where you have agreed for us to supply you with both electricity and gas, we may deduct from and set-off any amount paid or payable under one agreement against any amount paid or payable under the other agreement (even after this agreement with us has ended).
- e) If you have difficulties paying your bill, you should contact us as soon as possible. If you notify us, we may, depending on your circumstances, provide you with a payment arrangement, and we will do so if required by the Energy Laws.
- f) If we incur a fee because your payment is dishonoured or reversed, we may recover any costs imposed on us as a result of the dishonoured or reversed payment.

6 Your Creditworthiness

6.1 Credit assessments and consents

- a) You consent to our collection, holding, use and disclosure of Personal Information and Credit-Related Information as described in:
 - i) our privacy collection statement (available at www.pacificblue.com.au/privacy-collection), which sets out

- how we collect, hold, use and disclose Personal Information about you; and
- ii) our credit reporting collection statement (available at www.pacificblue.com.au/credit-reporting-statement), which sets out how we collect, hold, use and disclose Credit-Related Information about you.
- b) We may disclose the following types of information about you to a credit reporting body:
- i) your identity particulars (for example, name and address);
 - ii) the existence of your Market Agreement with us;
 - iii) the fact that we are a current credit provider to you;
 - iv) any payments overdue for more than 60 days that we have tried to recover from you;
 - v) any payments that are no longer overdue;
 - vi) that, in our opinion, you have committed a serious credit infringement;
 - vii) default information about you for more than \$150, provided that we have satisfied all of the requirements under the Privacy Act; and
 - viii) any other information we are permitted to disclose under the Privacy Act or consumer credit laws.
- c) You acknowledge and agree that any information you provide to us and which we disclose to a credit reporting body may be included in the records kept by the credit reporting body about you and disclosed by that credit reporting body to other credit providers that provide credit to you or that you apply for credit from in order to assess your creditworthiness.
- d) You agree we may obtain a consumer credit report from a credit reporting body containing information about you for the purpose of assessing your creditworthiness and that we may disclose your Personal

Information to a credit reporting body for the purpose of obtaining such a report.

- e) You agree that, where applicable, we may obtain a credit report about you for the purposes of assessing any application by you for commercial credit and for collecting overdue payments relating to any commercial credit that we provide to you.
- f) You agree that we may use these reports for the purpose of assessing your creditworthiness and for collecting (or engaging any third party to collect) any overdue payments under this Market Agreement.
- g) You consent to any credit reporting body or another credit provider that also provides credit to you providing Personal Information and Credit-Related Information about you to us so that we may undertake an assessment of your creditworthiness.
- h) You also consent to the information that you provide to us in connection with this Market Agreement (together with any other Credit-Related Information held by us) being disclosed by us to a credit reporting body and other credit providers.
- i) You agree that we may make any additional periodical checks that we think fit with regard to your continuing capacity to pay for the Energy that we supply to you, including obtaining a new or updated credit report about you from a credit reporting body as part of those periodic checks.

6.2 Security Deposits

- a) We may ask you to pay us a Security Deposit in accordance with the Energy Laws.
- b) The Energy Laws govern the circumstances in which we can require, use and return your Security Deposit.

7 Disconnection and reconnection

7.1 Disconnecting your Supply Address

- a) Unless prohibited by the Energy Laws, we may disconnect your Supply Address in the following circumstances:

- i) you request a disconnection of the relevant Supply Address;
- ii) you fail to pay the Charges or other validly owing amounts on your relevant Energy bill by the Due Date, and:
 - A) you do not agree to an offer by us to pay your bills by instalments or in accordance with a payment plan (as applicable); or
 - B) where having agreed to pay your bills by instalments or a payment plan (as applicable), you do not adhere to the terms of the instalment arrangement or fail to comply with the terms of the agreed payment plan (as applicable);
- iii) the meter at your Supply Address has not been read for three consecutive meter readings due to a lack of access to the Supply Address;
- iv) you fail to give us, your Distributor or Metering Coordinator (as applicable) safe and unhindered access to the Supply Address for the purposes set out in clause 10.4;
- v) you refuse to provide a Security Deposit we are entitled to require from you;
- vi) there is illegal or fraudulent use of Energy at your Supply Address in breach of clause 10.2;
- vii) you materially breach any term of your Market Agreement and have not remedied that breach within a reasonable period notified by us;
- viii) we reasonably consider that you are failing to comply with your obligations under any Energy Laws;
- ix) your Supply Address is or is to become connected to an Embedded Network;
- x) an order is made for your bankruptcy, winding up or dissolution, a receiver, receiver and manager, trustee, administrator, liquidator or similar official is appointed to all or part of your assets or undertaking, you enter into, or resolve to enter into,

- any arrangement or composition or compromise with, or assignment for the benefit of, your members or creditors, or you become insolvent within the meaning of section 95A of the Corporations Act 2001 (Cth);
 - xi) you vacate your Supply Address; or
 - xii) upon termination of your Market Agreement for any other reason.
- b) Before disconnecting your Supply Address, we will follow all procedures set out in the Energy Laws, including where required:
 - i) take all reasonable steps to contact you to arrange for the safe and unhindered access to your Supply Address for the purposes set out in clause 10.4;
 - ii) giving you notices and warnings; and
 - iii) giving you time to rectify the matter that has led to the disconnection process.
- c) Where we have arranged disconnection, we may charge you a disconnection fee. We may also charge you a call-out fee if we ask your Distributor or Metering Coordinator to perform a disconnection and the reason for us requiring disconnection has been remedied after your Distributor or Metering Coordinator is called out but before disconnection occurs.

7.2 Restrictions on disconnection

- a) We will not arrange disconnection otherwise than in accordance with the Energy Laws. In particular, unless allowed by the Energy Laws, we will not arrange disconnection:
 - i) while an application you have made for any available government rebate or grant, or instalment plan we offer, has not been determined;
 - ii) while any complaint you have made to us or an ombudsman (or other external dispute resolution body) that directly relates to the reason for disconnection remains unresolved;

- iii) on a Friday, Saturday or Sunday;
 - iv) on a day prior to, or on, a public holiday;
 - v) during the period 20 December to 31 December inclusive, in any year;
 - vi) before 8am or after 3pm, or if your Supply Address is in Victoria, before 8am or after 2pm;
 - vii) for customers in New South Wales, South Australia or Queensland, if you are being disconnected under clause 7.1(a)(ii) during an extreme weather event; or
 - viii) while any life support equipment that relies on Energy is registered at the Supply Address.
- b) Notwithstanding clause 7.2(a), we may disconnect your Supply Address:
- i) for reasons of health and safety;
 - ii) due to an emergency;
 - iii) for illegal use of Energy; or
 - iv) if you ask us to arrange for disconnection.

7.3 Reconnecting your Supply Address

- a) If, within 10 Business Days of your Supply Address being disconnected, you:
- i) rectify the matter that led to the disconnection;
 - ii) ask us to arrange for reconnection; and
 - iii) pay any relevant reconnection Charges, we will request your Distributor or Metering Coordinator to reconnect the Supply Address.
- b) Except for clause 7.2(a)(i), we have no other obligation to reconnect your Supply Address after it is disconnected.
- c) If we do not reconnect your Supply Address:
- i) your Market Agreement for the Supply Address will end;
 - ii) we will have no further obligation to sell Energy to you at the Supply Address; and

- iii) we will issue a final bill to you for the Supply Address covering the period up to and including disconnection.

8 Vacating your Supply Address

8.1 Notice to vacate

- a) You must give us at least four Business Days' notice of your intention to vacate your Supply Address, together with a forwarding address for your final bill.
- b) When we receive your notice, we will use our best endeavours to ensure that your meter is read on the date specified by you (or as soon as possible after that date if your meter cannot be accessed then) and send a final bill to the forwarding address you have provided.
- c) If you vacate your Supply Address without providing the required notice, or if you do not provide access to your meter, you will be responsible for all Energy used at your Supply Address until (whichever occurs first):
 - i) you tell us you have moved and your meter is read;
 - ii) we become aware that you have moved and your meter has been read;
 - iii) someone else commences purchasing Energy from us or another retailer for your Supply Address; or
 - iv) your Supply Address is disconnected.
- d) You cannot avoid liability for Energy used at your Supply Address by vacating that Supply Address.

8.2 Transferring your Market Agreement to your new premises

- a) You may ask us to transfer your Market Agreement to any new premises that you are moving to. If you do so, and we agree, we will send you a notice with a new Energy Plan and a date by which you can reject our offer.
- b) If you reject our offer by the specified date and financial responsibility to pay the relevant wholesale market for Energy used at the premises belongs to:

- i) us, you will be required to pay our then applicable published Charges for a Standing Offer, with no Benefit, until your Market Agreement ends under clause 9; or
 - ii) another retailer, your Market Agreement will end under clause 9(a)(iii).
- c) If you do not reject our offer by the specified date:
- i) your new premises will become a Supply Address under your Market Agreement;
 - ii) your Market Agreement will be amended to include your new Supply Address and Energy Plan; and
 - iii) your Market Agreement will continue under these Terms.

9 Ending your Market Agreement

- a) Your Market Agreement will end (whichever occurs first):
- i) when we or another retailer enter into a new contract with you for the supply and sale of Energy to your Supply Address and any relevant cooling-off period ends and responsibility for payment for Energy commences;
 - ii) when another Customer enters into a contract with us or another retailer for the supply and sale of Energy to your Supply Address and any relevant cooling-off period ends and responsibility for payment for Energy commences;
 - iii) if you have vacated or intend to vacate your Supply Address and are not continuing your Market Agreement at your new premises, on the day you cease to be responsible to pay for Energy supplied to your Supply Address in accordance with clause 8.1;
 - iv) on the day after you cease to have the right under the Energy Laws to have your Supply Address reconnected following disconnection in accordance with clause 7.1; or
 - v) upon the occurrence of a Retailer of Last Resort Event which results in us

no longer being entitled to sell Energy under the Energy Laws.

- b) When your Market Agreement ends for your Supply Address, you still need to make any outstanding payments to us for that Supply Address.
- c) Ending your Market Agreement does not affect your, or our, ability to enforce any rights or obligations that have accrued under the contract before or on termination. For example, you will still need to pay any outstanding debts and provide access to your meter.

10 Your additional obligations

10.1 Providing and updating information

- a) You must give us any information we reasonably require for the purposes of your Market Agreement. The information must be correct, and you must not mislead or deceive us in relation to any information provided to us.
- b) You must tell us promptly if information you have provided to us changes, including if:
 - i) your contact details change;
 - ii) your use of Energy changes; or
 - iii) you are aware of any change that materially affects access to your meter or to other equipment involved in providing metering services at your Supply Address.

10.2 Preventing wrongful and illegal use of Energy

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

- a) illegally use Energy supplied to your Supply Address;
- b) interfere with any electrical or gas equipment (as applicable) at your Supply Address;
- c) use Energy supplied to your Supply Address or any electrical or gas equipment (as applicable) in a manner that:

- i) unreasonably interferes with the connection or supply of Energy to any third party; or
- ii) causes damage or interference to any third party;
- d) allow Energy purchased from us to be used otherwise than in accordance with your Market Agreement; or
- e) tamper with any meters or associated equipment.

10.3 Registering life support equipment

- a) If a person at your Supply Address requires life support equipment, you must register that Supply Address with us or your Distributor. To register, we may require you to provide written confirmation from a registered medical practitioner of the requirement for life support equipment at that Supply Address.
- b) Subject to satisfying the requirements in the Energy Laws, your Supply Address may cease to be registered as having life support equipment if you do not provide us or your Distributor (as applicable) with the necessary medical confirmation within the period of time specified in the Energy Laws.
- c) You must also tell us or your Distributor (as applicable) if the life support equipment is no longer required at that Supply Address.
- d) If your Supply Address is registered with us as having life support equipment, we must give you any information required by the Energy Laws.

10.4 Providing access to your Supply Address and meter

- a) You must allow us or our representatives (including your Distributor or Metering Coordinator) and any person providing a meter or metering services with safe, convenient and unhindered access to your Supply Address and meter for the purposes of installation, reading, testing, maintenance, inspection, alteration, repair and replacement of the meter and for providing other Distributor or Metering Coordinator services as required.

- b) Under your Market Agreement, we may replace your existing meter with a new meter as part of a replacement program for your type of meter, even where:
 - i) your existing meter is not or may not be faulty; or
 - ii) you have not requested the replacement meter.
- c) You waive your right under rule 59A of the National Energy Retail Rules to opt out of having your meter replaced.
- d) You agree to pay any upfront charges we may pass through to you incurred as a result of replacing your existing meter with a new meter.

10.5 Obligations if you are not the owner

If you are not an owner and you cannot meet an obligation relating to your Supply Address under your Market Agreement because you are not the owner of the Supply Address, you must take all reasonable steps to ensure that the owner or other person responsible for the premises fulfils the obligation.

10.6 Your indemnity to us

Without limiting clause 11 or other indemnities provided by you in your Market Agreement, you must indemnify us for any Loss suffered or incurred by us which is caused by:

- a) a breach by you of your Market Agreement; or
- b) any negligent or wrongful acts, or intentional misconduct by you, in relation to your Market Agreement to the maximum amount that we are allowed to be compensated under the common law (including in equity) or statute.

11 Our liability

11.1 Quality and reliability of supply

- a) We do not operate the distribution systems to which your Supply Address is connected (including the quality and reliability of the Energy supplied). This is the role of your Distributor.

- b) While we will obtain connection and distribution services from your Distributor, your Distributor is responsible for:
 - i) the actual connection of your Supply Address to the network;
 - ii) the maintenance of that connection;
 - iii) the delivery of Energy to your Supply Address; and
 - iv) the quality, reliability and other characteristics of your Energy.

- c) We cannot regulate the quality or reliability of your electricity supply and the quality, pressure and continuity of your gas supply. Supply is subject to a variety of factors outside our control, including accidents, weather conditions, animals, vegetation, the actions of third parties such as Distributors, generators and transmission owners, the existence of emergency or dangerous conditions, damage to the network, the design and technical limitations of the network, and the demand for Energy at any point in time. Accordingly, Energy delivered to your Supply Address may be interrupted, disconnected, reduced or limited. You agree and acknowledge:
 - i) we are not responsible for the safety, quality, continuity, pressure or reliability of your Energy supply;
 - ii) to the extent permitted by law, we make no promises, warranties, undertakings or representations to you about these things, other than those set out in your Market Agreement;
 - iii) unexpected fluctuations or Interruptions may cause damage to your equipment or cause it to malfunction;
 - iv) any Loss you suffer may be compensated by your Distributor; and
 - v) to the maximum extent permitted by law, we are not liable for any Loss you suffer because of the Energy we sell to you.

11.2 Interruptions to supply

- a) We may interrupt the supply of energy to your Supply Address where permitted or required by the Energy Laws, including for retailer planned Interruptions, such as Interruptions to install, inspect, test, maintain, repair or replace a meter.
- b) Where we arrange a retailer planned Interruption:
 - i) we must give you at least four Business Days' notice by appropriate means providing any information required by the Energy Laws; and
 - ii) if your Supply Address is registered with us as having life support equipment, we must give you at least four Business Days' notice in writing.
- c) Your Distributor may also need to interrupt your Energy supply. Where this occurs:
 - i) your Distributor is responsible for providing you notice in accordance with the Energy Laws; and
 - ii) to the extent permitted by law, you agree we are not liable for such interruption of Energy supply.

11.3 Events outside our control

- a) If a party is prevented in whole or in part from carrying out its obligations under your Market Agreement (other than an obligation to pay money) as a result of an event outside of its reasonable control (**Force Majeure Event**), those obligations will be suspended provided the party has taken all proper precautions, due care and reasonable alternatives with the intention of avoiding the delay or failure and of carrying out its obligations under your Market Agreement.
- b) A party will not be liable for any delay in or failure of performance arising from a Force Majeure Event (other than an obligation to pay money) if:
 - i) it has taken all proper precautions, due care and reasonable alternatives with the intention of avoiding and minimising that delay or failure and of

- carrying out its obligations under your Market Agreement;
- ii) as soon as possible after the beginning of the Force Majeure Event affecting the ability of a party to perform any of its obligations under your Market Agreement, it notifies the other party of the details of the event and of the action that the party intends to take to remove or mitigate the Force Majeure Event;
 - iii) does all things reasonably necessary to remove or mitigate the effects of the Force Majeure Event provided that neither party is required to settle any industrial dispute in a way that it does not want to for the purposes of this clause 11.3; and
 - iv) the affected party continues to perform any such obligations which are not affected by the Force Majeure Event.

11.4 Limitation of liability

- a) Unless we have acted in bad faith or negligently, the Energy Laws exclude our liability for any Loss you suffer as a result of the total or partial failure to supply Energy to your Supply Address. This includes any Loss you suffer as a result of the defective supply of Energy.
- b) Nothing in your Market Agreement varies or excludes the operation of:
 - i) sections 119 and 120 of the National Electricity Law;
 - ii) sections 97 and 97A of the Electricity Act 1994 (Qld), section 315 of the Gas Supply Act 2003 (Qld) or section 856 of the Petroleum and Gas (Production and Safety) Act 2004 (Qld);
 - iii) section 232 of the Gas Industry Act 2001 (Vic) or section 33 of the Gas Safety Act 1997 (Vic);
 - iv) section 316 of the National Energy Retail Law; or
 - v) any other immunity, limitation of liability or indemnity that we may have under the Energy Laws.

- c) You must take reasonable steps to limit any Loss you suffer in connection with the supply of Energy to your Supply Address.
- d) You must indemnify us against any Loss that may be incurred or sustained by us arising out of any act, matter or thing done, permitted or omitted to be done by your negligence or your breach of your Market Agreement.
- e) This clause 11.4 survives the termination of your Market Agreement.

12 Privacy

- a) We collect, use, hold and disclose your Personal Information, Credit Related Information and other confidential information (including metering data) where it is required under the Energy Laws and in order to provide you with Energy and related products and services. We may disclose this information to:
 - i) our Related Bodies Corporate;
 - ii) our agents and contractors (such as metering service providers, mail houses, data processors and debt collection agencies);
 - iii) your Distributor and Metering Coordinator; and
 - iv) other Energy retailers, for these purposes and more broadly in connection with your Market Agreement.
- b) We may also collect sensitive information (as that term is defined in the Privacy Act) about you or third parties (for example if you notify us that life support equipment is used at your Supply Address).
- c) If you do not provide this information to us, we may not be able to provide our products or services to you. Where possible, we will collect this information from you, but we may collect this information about you from third parties (including credit reporting bodies).
- d) We collect, hold, use and disclose relevant Personal Information (including sensitive information) about you, for the purposes

set out in your Energy Plan, in accordance with our privacy collection statement available at www.pacificblue.com.au/privacy-collection.

- e) If you provide us with Personal Information about another person (such as an additional account holder), please make sure you tell them their information has been provided to us and make them aware of the matters in this clause 12.
- f) Our credit reporting policy (available on our website at www.pacificblue.com.au/privacy) explains how we collect, hold, use and disclose Credit Related Information, how our disclosure may affect your creditworthiness and how to access, correct or complain about our treatment of your Credit Related Information. Please contact us to request a paper copy.
- g) We collect, hold, use and disclose your Credit Related Information (including sharing it with credit providers, credit reporting bodies and other third parties) for credit reporting, credit checking and debt collection purposes in accordance with our credit reporting collection statement, available at www.pacificblue.com.au/credit-reporting-statement.

13 Complaints

- a) If you have a complaint relating to the supply or sale of Energy by us to you, or your Market Agreement generally, you may raise the complaint with us in accordance with our standard complaints and dispute resolution procedures, which are published on our website: www.pacificblue.com.au/complaints.
- b) We will consider the complaint and provide you with our response.
- c) If you are not satisfied with the way we resolve your complaint, you have the right to refer the complaint to the relevant energy ombudsman.

14 Marketing

From time to time we will let you know about our products and offers via phone, email, SMS or other means, even after your Market

Agreement ends. If at any time you decide that you do not want to receive these offers, please let us know. You can do so by email at support@pacificblue.com.au. We will keep providing you with these offers until you tell us otherwise.

15 Assignment

You may only assign or create an interest in your rights under your Market Agreement with our prior written consent and we may do likewise though without the need for your consent.

16 Variation of your Market Agreement

- a) Subject to clause 16(b) and except as otherwise expressly permitted in your Market Agreement, we will only vary your Market Agreement, your Energy Plan or a New Offer to which the terms of your Market Agreement apply by prior written agreement between us.
- b) If we consider it is necessary to vary your Market Agreement to comply with any change to the Energy Laws, or, if in our reasonable opinion a variation benefits you, imposes an additional obligation on us, or is otherwise of neutral impact on you, then, to the extent permitted by law, we may do that without your agreement. In this case, we will notify you of the variation.

17 How your Market Agreement works with the Energy Laws

- a) The laws of the state in which your Supply Address is located apply to your Market Agreement. You agree to submit to the non-exclusive jurisdiction of the courts in that state.
- b) If the Energy Laws require a matter to be expressly dealt with in your Market Agreement and it is not, the specific Energy Laws are incorporated as if they were a term of your Market Agreement.
- c) If there is any inconsistency between your Market Agreement and the Energy Laws, then your Market Agreement will prevail to the extent of the inconsistency, unless the Energy Laws are required to prevail.

18 Notices

- a) Notices and bills under your Market Agreement must be sent in writing, unless your Market Agreement or the Energy Laws say otherwise. We may send notices to your contact address or your Supply Address.
- b) Notices and bills are taken to have been received by you or by us (as the case may be):
 - i) on the date it is handed to the party, it is left at the party's contact address or Supply Address (in your case) or one of our offices (in our case);
 - ii) on the date three Business Days after we post it to your Supply Address or contact address or you post it to us; or
 - iii) in the case of an email, on the date of transmission unless the sender receives notice that delivery did not occur or has been delayed.

19 Definitions

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

Benefit means any benefit set out in your Energy Plan as part of our Offer to sell you Energy;

Benefit Period means the timeframe during which we may provide you with a Benefit, as specified in your Energy Plan;

Billing Cycle means the regular recurrent period for which you receive a bill from us, as set out in your Energy Plan;

Business Day means a day other than a Saturday, a Sunday or a public holiday in the state in which a Supply Address is located;

Charges mean the charges and fees described in these Terms, which may be detailed more specifically in an Energy Plan;

Cooling-off Period has the meaning given in clause 2.2;

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

Credit Related Information means 'credit information', 'credit eligibility information' and 'CRB derived information' as those terms are defined in the *Privacy Act*.

Distributor means the entity that is licensed or authorised to supply distribution services through the relevant distribution system to which your Supply Address is connected;

Due Date means the date you must pay your bill by which is set out on the bill or such other date as we agree with you;

Energy means electricity or gas, as applicable;

Energy Plan means the document setting out the terms of our offer to sell you Energy, including the Benefits, tariffs and Charges;

Embedded Network means a network embedded within the distribution network of a Distributor;

Energy Laws means all relevant acts, regulations, codes, procedures, other statutory instruments, licences, proclamations and laws applicable to the supply and sale of Energy to your Supply Address, including the Rules and:

- a) in New South Wales, Queensland and South Australia, the National Energy Retail Law, the National Energy Retail Rules and the National Energy Retail Regulations;
- b) in Victoria, the *Electricity Industry Act 2000* (Vic), the *Gas Industry Act 2001* (Vic) and the Energy Retail Code; and
- c) the Australian Consumer Law;

Fixed Price Period means an express timeframe over which we will not make changes to any Charges that are designated as fixed, as specified in your Energy Plan, unless otherwise permitted by your Market Agreement or relevant Energy Laws;

Force Majeure Event has the meaning given in clause 11.3; GreenPower means electricity which is accredited as “Green Power” under the national GreenPower Accreditation Program managed by the National GreenPower Steering Group;

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

Interruption means a temporary unavailability or temporary curtailment of the supply of electricity to a Supply Address, but does not include disconnection;

Loss means any loss including any liability, cost, expense (including legal costs on a full indemnity basis), claim proceeding, action, demand or damage;

Market Agreement means your contract with us for the supply and sale of Energy to you, consisting of these Terms and your Energy Plan;

Metering Coordinator has the meaning given in the Rules;

National Electricity Law means the laws set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA) and applied in each of the participating jurisdictions;

New Offer has the meaning given in clause 1.4(e);

Offer has the meaning given in clause 1.4(a);

Personal Information has the meaning given to that term in the Privacy Act;

Privacy Act means the *Privacy Act 1988* (Cth);

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth);

Retailer of Last Resort Event means an event that

triggers the operation of the Retailer of Last Resort scheme in relation to us under the Energy Laws.

Rules means the National Electricity Rules referred to in the National Electricity Law;

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

Small Customer means:

- a) in New South Wales, South Australia and Queensland, a small customer for the purposes of the National Energy Retail Law; and
- b) in Victoria, a relevant customer for the purposes of section 36 of the *Electricity Industry Act 2000* (Vic) or a small retail customer for the purposes of section 7A of the *Gas Industry Act 2001* (Vic);

Standing Offer means our offer to sell you Energy on terms and conditions that have been specified by law and prices as published on our website;

Supply Address means the premises listed in your Energy Plan;

Supply Start Date means the date we start supplying Energy to your Supply Address as determined under clause 2.3; and

Terms means these Market Agreement terms.

Attachment

INFORMATION IF YOU WANT TO TERMINATE YOUR MARKET AGREEMENT WITH PACIFIC BLUE RETAIL PTY LTD

You have a right to end your agreement during whichever one of the following periods is the longest:

- a) the period of 10 Business Days beginning at the start of the first Business Day after the day on which the agreement was made;
- b) if the agreement is an unsolicited consumer agreement under the Australian Consumer Law (ACL) and we have contravened rules under the ACL:
 - i) limiting the hours we are permitted to negotiate such agreement with you;
 - ii) requiring us to disclose to you identity information and the purpose for which we have called on you; or
 - iii) requiring us to cease negotiating with you on request,the period of 3 months starting at the start of the first day after the day on which the agreement was made; or
- c) if the agreement is an unsolicited consumer agreement under the ACL and we have contravened rules under the ACL:
 - i) requiring us to provide you with information about your right to terminate the agreement;
 - ii) imposing various other requirements on us applicable to unsolicited consumer agreements; or
 - iii) prohibiting us from selling Energy under the agreement during the 10 Business Day period starting at the start of the first Business Day after the day on which the agreement was made (see below),the period of 6 months starting at the start of the first day after the day on which the agreement was made.

If the agreement is an unsolicited consumer agreement under the ACL, we must not, and in any event we will not, sell any Energy to you or accept or require payment in connection with any Energy during the 10 Business Day period starting at the start of the first Business Day after the day on which the agreement was made.

For the purposes of this section (Cancellation), if the agreement was made over the phone, the agreement is deemed to be made at the start of the first Business Day after the day on which you were given the agreement documents relating to the agreement.

If the circumstances in sections (a), (b) or (c) apply, you may terminate the agreement by indicating, in an oral or written notice to us, an intention to terminate the agreement.

Without limitation, you can terminate the agreement by signing and dating the cancellation notice attached to the Market Agreement Terms and delivering it to us:

- personally or by post, at East 1A, 33 Mackey Street, North Geelong VIC 3215; or
- by e-mail at support@pacificblue.com.au

Alternatively, you may call us on 133 669 from Monday to Friday between 8:00am and 6:00pm (AET).

CANCELLATION NOTICE

This notice is given in accordance with section 82 of the Australian Consumer Law.

Right to cancel this agreement within 10 Business Day cooling off period

You have a right to cancel this agreement without any reason within 10 Business Days from and including the day after you signed or received this agreement.

Extended right to cancel the agreement

If the supplier has not complied with the law in relation to unsolicited consumer agreements you also have a right to cancel this agreement by contacting the supplier, either orally or in writing. **Refer to the information attached to this agreement.** You have up to 6 months to cancel this agreement in certain circumstances.

To cancel this agreement in writing, complete this notice and send it to the supplier. Alternatively write a letter or send an email to the supplier.

SUPPLIER DETAILS	
Name	Pacific Blue Retail Pty Ltd
Address	East 1A, 33 Mackey Street, North Geelong VIC 3215
Email address	support@pacificblue.com.au
Details of goods or services supplied under this agreement	
Cost of goods or services	Refer to offer document
Date of agreement	
Transaction number (if any)	N/A

CONSUMER DETAILS	
Name of consumer	
Consumer address	
I WISH TO CANCEL THIS AGREEMENT	
Signed by the consumer	
Date	

Note: You must either return to the supplier any goods supplied under this agreement or arrange for the goods to be collected. If the supplier does not collect the goods within 30 days, the goods become your property.



Version 4.4
April 2023
Pacific Blue Retail Pty Ltd
ABN 43 155 908 839