



Disclosure Statement

NEW SOUTH WALES, SOUTH AUSTRALIA
AND QUEENSLAND MARKET



December 2023

Pacific Blue Retail Pty Ltd

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This Disclosure Statement sets out important information in relation to the terms and conditions of the market retail agreement (**Agreement**) offered by us, Pacific Blue Retail Pty Ltd t/a Pacific Blue Retail (**Pacific Blue Retail**), for the sale of Energy to you as a small customer in New South Wales, South Australia or Queensland, as applicable.

This Disclosure Statement is for information purposes only and is not legally binding on us. It does not form part of, or otherwise affect the terms or conditions of, any existing or future market retail agreement between you and us.

This Disclosure Statement can be subject to change without prior notice and will always be available on our website. You should read this Disclosure Statement in conjunction with the Agreement. Capitalised terms not defined in this Disclosure Statement have the meaning given to them in the Agreement.

If there is any part of this Disclosure Statement, or any other material we have provided to you, that you do not understand, please contact us on 133 669 and our Customer Service Team will assist you.

1 Your Agreement

The Agreement comprises:

- an Energy Plan specific to you (**Energy Plan**); and
- a set of Market Agreement Terms common to all small customers (**Terms**).

We may vary your Agreement in accordance with the Terms and will notify you of any variations.

2 Cooling Off Period

You have a right to cancel the Agreement within 10 business days starting from the first business day after the later of:

- the date specified in your Energy Plan, or if no date is specified, the date you sign your Energy Plan, or you accept the Agreement over the phone or online; and
- the date you receive a copy of this Disclosure Statement, the Energy Plan and the Terms.

You may cancel the Agreement at any time during the cooling off period without incurring any charges. Details about your additional rights to cancel the Agreement are set out in the Terms.

To cancel the Agreement during the cooling off period, complete and return to us the cancellation notice attached to the Terms, or alternatively call or write to us using our contact details set out in clause 13 below.

3 Commencement of Agreement

The Agreement commences on the date that you accept the offer set out in the Energy Plan. However, we may not commence supplying Energy to you until the Supply Start Date as set out in the Terms.

4 Agreement End Date

This is an ongoing market contract. We or you may terminate the Agreement in accordance with the Terms.

In certain circumstances you may remain liable to pay us for Energy you consume after the Agreement ends. These circumstances are set out in the Terms.

If your Energy Plan contains a Fixed Price Period or Benefit Period, your Energy Plan will cover the duration of the Fixed Price Period or Benefit Period, as applicable as specified in the Energy Plan.

For a Supply Address in New South Wales, South Australia or Queensland we will send you a notice:

- no later than 5 Business Days before your Fixed Price Period or a Benefit that fixes your Energy Charges for a specific period ends, unless your Supply Address is in Queensland where we provide you at least 10 Business Days' notice of any increases to your Energy Charges; or
- 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.

At the end of your Fixed Price Period or Benefit Period, your Energy Plan will end but your Agreement will continue, and we may offer you a new Energy Plan on revised rates which may include a new Fixed Price or Benefit Period. If we do not offer you a new Energy Plan or if you reject our offer, you will continue to pay us for Energy we sell you to your premises at our standing offer rates, as published on our website, until the Agreement ends in accordance with the Terms.

5 Moving Out of Premises

If you move out of your premises you must notify us at least four business days before you do so. The Agreement will expire when you move out of your premises and you no longer have any responsibility to pay for Energy supplied to your premises, which will not be until:

- you tell us that you have moved out and the meter is read;
- we become aware that you have moved out and the meter is read;
- someone else starts buying Energy at those premises (whether from us or from another retailer); or
- we disconnect your premises.

We welcome the opportunity to continue to sell you Energy at your new address. If you would like us to continue to sell you Energy at your new address, please contact us and if we agree we will provide you with a new market retail agreement and Energy Plan.

6 Credit Check and Security Deposit

We may check your credit history and other relevant details for the purposes of determining your eligibility to accept our offer to sell you Energy. On the basis of this credit assessment we may require you to provide us with a security deposit.

Where we disclose your credit-related information to these credit reporting bodies, they may include this information in reports that they subsequently provide about you to other credit providers in order to assist those entities to assess your credit worthiness.

7 Energy Fees and Charges

The Energy Plan outlines our initial tariffs, fees, charges and benefits. We may vary the amount, nature and structure of any fees, charges and benefits by notice to you in accordance with the Terms. This notice may be in writing or in the form of a message on your bill.

Unless the Agreement provides otherwise, we may notify you of other fees and charges. These may include payment processing fees where we incur a merchant services fee (for example for MasterCard, Visa or BPay payments), dishonour fees where we incur a fee because your payment is dishonoured or reversed as well as exit fees for ending a Benefit Period early. We may also charge you an initial account establishment fee and a fee for receiving bills by mail, subject to the Energy Laws. We may endeavour to recover any costs we incur, for example where we are charged a penalty for your breach of an Energy Law. We may also ask that you pay late fees if you do not pay your bill on time.

Additional fees and charges may be applicable from time to time, including charges passed through from your relevant distributor or metering coordinator. We will provide you with information on these fees at the time we receive a request for these additional services.

For more information, or to view the current charges, please visit our website at <https://www.pacificblue.com.au/fees-charges>.

8 Concessions and Rebates

At Pacific Blue Retail, it is important to us that eligible concession card holders have access to concessions available to them. If you are entitled to a concession or rebate of any kind, please contact us so that we may confirm your eligibility and add your concession details to your accounts.

To find out more visit our website at <https://www.pacificblue.com.au/concessions-and-rebates>

9 Billing and Payment

We will issue you with a bill each billing cycle as specified in the Energy Plan (or at least once every three months for your electricity and every two months for your gas bill). We will send the bill to the contact address that you provide to us.

The bill will be based on:

- your actual Energy usage;
- your estimated Energy usage, in circumstances where we cannot read your meter, where you have consented to us basing your bill on an estimate, or where we have not been provided metering data; or
- such other method agreed between you and us.
- your bill will list the ways in which you can make a payment. We will accept payment of a bill in advance. Payment information is also available on our website at <https://www.pacificblue.com.au/manage-my-account/make-payment>

10 Service Levels

In providing services and selling Energy to you under the Agreement we will comply with all service levels required under the relevant Energy Laws.

11 Electronic Communications

You may consent to receive bills and notices electronically, in which case we will issue bills and notices to you at the email address set out in your Energy Plan, and we will consider them to have been received on the date of transmission unless we receive notice that the delivery did not occur.

12 Complaints

At Pacific Blue Retail, we see every complaint as an opportunity to improve. Should you be unhappy with the conduct of one of our marketers or any other aspect of our service, you have a right to contact us to lodge a complaint.

Online complaints may be made through our website at <https://www.pacificblue.com.au/enquiries-complaints-and-feedback-retail>.

If after lodging a complaint with us, you are dissatisfied with our response you may contact the energy ombudsman in your state, a free and impartial third-party dispute resolution service, using the contact information set out below:

Energy and Water Ombudsman New South Wales

Phone: 1800 500 509 (free call)

Online: www.ewon.com.au

Mail: Reply Paid 86550, Sydney South NSW 1234

Energy and Water Ombudsman Queensland

Phone: 1800 662 837

Email: complaints@ewoq.com.au

Online: www.ewoq.com.au

Mail: PO Box 3640, South Brisbane BC Qld 4101

Energy and Water Ombudsman South Australia

Phone: 1800 665 565

Online: www.ewosa.com.au

Mail: GPO Box 2947, Adelaide SA 5001

13 Contact Us

If you have any questions in relation to this Disclosure Statement or the Agreement, please contact our Customer Service Team using the details set out below:

Phone: 133 669

(8:00am – 6:00pm Monday to Friday, AET, excluding public holidays)

Email: support@pacificblue.com.au

Online: www.pacificblue.com.au

Mail: PO Box 320 Geelong North VIC 3215

Office: East 1A, 33 Mackey Street

North Geelong Victoria 321