



Smart Energy Retail Pty Ltd  
ABN 49 639 060 405

# Customer Charter

## 1. About this charter

This Customer Charter provides you with a summary of your rights, entitlements and obligations under your agreement with Smart Energy Retail PTY LTD (“us”/“we”) and under the laws and regulations that govern various jurisdictions. We are required to comply with a range of applicable laws and regulations including the Electricity Industry Act 2000 (Vic), the Australian Consumer Laws contained in schedule 2 of the Competition and Consumer Act 2010(Cth),the Australian Privacy Principles contained in the Privacy Act 1988 (Cth), National Retail Energy Law and National Energy Retail Rules.

We must also comply with the various codes and rules applying to the marketing and sale of energy in Victoria and all other jurisdictions, including the Energy Retail Code published by the Essential Services Commission. In this Customer Charter, we describe such laws, regulations, codes and rules as the ‘energy laws’. We will also provide you with a printed copy of this Customer Charter on request by contacting us on **1300 133 055**. This Customer Charter is also available from our [website](#).

## 2. Who is Smart Energy Retail PTY LTD?

Smart Energy Retail PTY LTD is an independent electricity retailer. We are licensed to retail electricity in all jurisdictions governed by National Electricity Market (NEM).

Our offer and sign up process is straightforward and easy to understand, however, to avoid any confusion this Customer Charter is aimed to provide our consumers with clarity around all of our services.

## 3. Our agreement with you for the sale of electricity

Set out below is a brief description of the types of agreements we offer to our residential and small business customers.

### 3.1 Market Agreement

You will have entered into a market agreement with us if you have accepted a market offer from us (Market Agreement). When you sign up to a Market Agreement, we will provide you with a welcome pack that contains the full details of what you have signed up to. The welcome pack outlines the terms, tariffs, charges, any applicable discounts, payment options and agreement period.

### 3.2 Standard Agreement

Besides our Market Agreement, we also offer residential and small business customers the opportunity to enter into a standard agreement with us, which is based on the standing offer tariffs applicable to your premises and the standard terms and conditions we publish in the Government Gazette, as varied from time to time, which are not fixed term agreements (Standard Agreement).

If you are a domestic or small business customer you can accept our standing offer for your premises by contacting us and requesting to do so. You will also be deemed to be taking electricity from us under a Standard Agreement (based on our applicable standing offer tariff and our standard terms and conditions) for a short period of time if you take electricity at a premises for which we are the responsible electricity retailer without having entered into a different Agreement with us or another retailer for the supply of electricity.

## 4. Discount

In some instances when you sign up to a Market Agreement, we will give you an opportunity to receive a discount. This will either be a guaranteed discount or a pay on time discount. A pay on time discount is a discount that is provided to you if you pay your bill on or before the due date. If any part of your account with us is in arrears then you are not entitled to receive a pay on time discount. The terms of a pay on time discount will be outlined in your Market Agreement.

Our Standard Agreement does not contain any discounts. If you are currently on a Standard Agreement and would like to sign up to a Market Agreement please contact us on **1300 133 055**.

## 5. Cooling off period

When you enter into a Market Agreement with us, your Agreement may be subject to a 10 business day cooling off period (Cooling Off Period). If one applies, the details of how you can cancel your agreement will be set out in your welcome pack.



## 6. Transfer

If another retailer currently sells energy to you and you enter a contract with us, you give us consent to transfer your energy sale arrangements to us. When you provide us with consent we will obtain your explicit informed consent by clearly outlining, for your full consideration, the terms and conditions of your new offer. Your consent will be recorded through one or more of the following methods depending on how we have contacted you:

- a. written consent, if you are with a representative of ours or if you have signed up online; or
- b. verbal consent, if we are speaking to you over the phone

You will continue to purchase energy from that retailer until the transfer to us is complete. This process does not involve disconnecting or otherwise interrupting your energy supply.

### 6.1 When sale starts

The sale of energy by us to you under an agreement will not start until:

- a. all transfer requirements (if any) have been met;
- b. connection and metering services been arranged for the premises;
- c. you have provided us with a security deposit if, in certain circumstances, we have requested it; and
- d. you have provided us with the information that we require and we are satisfied that you have met our preconditions (if any).

In most cases, we commence supplying you with electricity after the next meter reading at your premises, however, if you have a smart meter your transfer may complete as soon as possible after your Cooling Off Period ends.

## 7. Your electricity supply

Your local electricity distributor owns and manages the poles and wires that deliver electricity to you and is a separate entity to Smart Energy Retail PTY LTD. The distributor is also responsible for the supply of electricity to your premises. Your distributor is dependent on where you live. You cannot choose your distributor.

Our only role in this process is to request delivery from the distributor, and to pay the distributor, on your behalf. We do not control the delivery of energy to you or the quality or reliability of energy supplied to your premises. This quality and reliability is not affected by your choice of energy retailer. You should be aware that your energy supply may be subject to fluctuations in quality and may not be continuous. In certain circumstances (for example an emergency, maintenance, to connect a new customer or reasons of health or safety), we or your distributor are entitled to interrupt your energy supply. Where possible, you will be given advance notice. If you require uninterruptible supply, you should make emergency backup arrangements. If your supply is disrupted or you are experiencing any type of fault or failure, you should contact your distributor to have the problem rectified. The contact numbers for distributors are at the back of this Customer Charter. Otherwise, call us and we can advise you of the contact number.

If a person who resides at your premises requires life support we are obliged to advise your distributor. It is your obligation to notify us if you have life support at your premises.

## 8. Access to your meter

It is your responsibility to provide us with suitable access to your meter at all times. Please ensure that locked gates, dogs or other obstructions do not prevent access to your meter. As well as meter readings, you must allow your electricity distributor to do repair work or connect or disconnect supply.

## 9. About your bill

We will bill you for the amount of electricity you have consumed including network charges, metering costs, service to property charges and any applicable taxes such as GST. We will issue you with a bill at the frequency agreed to under your agreement. At a minimum we will bill you at least every three months.

You must pay us these charges and any other specific charges that apply to services we supply to you under your agreement with us. Payment terms are 13 business days from the bill issue date. Payment options are listed on the back of your bill.



We will include the following information on your bill:

- a. your name and account number, the relevant premises and your mailing address; the assigned National Meter Identifier (NMI) and meter number;
- b. a graph/information showing average daily consumption or estimated consumption for the relevant period and a comparison for the same period the previous year (if we hold that data);
- c. details of the tariffs and charges applicable to your bill and, if they changed, the periods they applied to, including the average delay cost of each smart meter tariff component over the billing period;
- d. bill benchmark information for similar households
- e. whether the bill is based on an actual meter read or an estimate
- f. the total amount you must pay;
- g. any price changes applicable to you;
- h. the billing period and the payment due date;
- i. any amount your account is in arrears or credit;
- j. if you have provided us with a security deposit (refundable advance), the amount of that deposit;
- k. any amount deducted, credited or received under a government funded energy charge rebate, concession or relief scheme (excluding business accounts) or under a payment plan;
- l. a summary of payment options and methods
- m. details of availability of concession's
- n. our telephone number for billing and payment enquiries and a 24 hour contact telephone number for faults and emergencies;
- o. the estimated period for your next scheduled meter reading (if applicable); in relevant languages, details of interpreter services; and
- p. if your bill is a reminder notice, contact details for our complaint handling process.

## 10. Merchant fees and dishonour fees

If you make a payment using a method that results in us incurring a merchant service fee we will recover this fee from you. If you make a payment and through your fault the payment is dishonored or reversed resulting in us incurring a cost we may recover that cost from you plus an administration fee.

## 11. Historic billing information

When you request we will provide your billing history for the last 2 years within 10 business days of your request free of cost. We may charge you if we have already provided this information in the previous 12 months or if the information requested is more than 2 years period.

## 12. Proportionate billing

Where your bill covers a period other than your usual billing cycle or a period during which your tariffs and charges change, we will prepare your bill so that you are charged the correct tariffs and charges for the relevant portion of the billing period.

## 13. Meter reading and estimations

Your bill will generally be based on your actual meter readings but may in some circumstances be based on an estimate or substituted reading. If we have given you an estimated bill and we subsequently read your meter or otherwise get a reliable meter reading we will adjust your account to the extent permitted under the energy laws. We will also use best endeavours to read your meter at least once within any twelve-month period. An estimated bill may either be:

- a. based on your historical billing data or, where we do not have your historical billing data, average consumption at the relevant tariff calculated over the period covered by the estimated bill; or



- b. based on a previous reading of your meter. You can request that we replace an estimated bill with a bill based on our actual reading of your meter and we will do our best to comply. In some cases we may allow you to provide self-obtained reading for us to bill you on. You may be charged an additional fee for this. If you are responsible for us being unable to read your meter (for example, blocked access to your meter) and you later request an actual reading you will be charged an additional service fee.

## 14. Undercharging

If we have undercharged or not charged you, we may include that amount on your next bill (and note there has been an adjustment) or issue a special bill.

We can only recover up to 9 months of any undercharged amounts unless the amount was undercharged or not charged as a result of your fault or unlawful act or omission. We will not charge you interest on the undercharged amount and will offer you time to pay the undercharged amount over the same period of time during which you were undercharged (if less than 12 months) or otherwise over a 12 month period.

## 15. Overcharging

Where we have overcharged you we will contact you as soon as we have become aware of the error and repay the amount in accordance with your reasonable instructions and requirements under the energy laws.

## 16. Shortened collection cycle

In certain circumstances, we may place you on a shortened bill collection cycle. We may also place you on a shortened collection cycle if we have given you reminder or warning notices for 2 consecutive bills and you are not experiencing payment difficulties. If you pay 3 consecutive bills by the due date, we will return you to the billing cycle you were previously on.

## 17. Review of a bill

You may request a review of your bill in accordance with our standard complaints and dispute resolution procedure (details of which are available from [smartenergygroup.com.au](http://smartenergygroup.com.au)). In the meantime, you may be required to pay the portion of the bill that you do not dispute or the average amount of your bills over the last 12 months, whichever is lesser. If you require a meter reading or your metering data to be checked, we can require you to pay a charge in advance for doing so. If the bill under review is correct, you must pay for the cost of any tests or checks and pay any amounts outstanding. Should the review disclose an error, we will adjust the bill and refund any advance payment.

## 18. Hardship Policy

We recognise that any customer may experience times of genuine financial hardship.

We recognise that a customer experiences genuine financial hardship when that customer intends to pay, but is unable to, because of circumstances beyond the customer's control. This can be due to a number of things, such as unemployment, serious illness or death in the family, disability or other personal reasons. We believe that a customer in these circumstances should not be subject to the additional burden and stress of being threatened with disconnection and collection action during the period of their genuine financial hardship. We provide information on our Hardship Policy to all customers on a regular basis and on request.

In addition, we have internal assessment processes that enable us to identify customers in genuine financial hardship. A customer who is experiencing genuine financial hardship will not have his or her electricity supply disconnected, and will not face recovery action, as long as the customer continues to make payments according to the terms of their agreed payment plan or other agreed payment arrangement and remains in regular contact with Smart Energy Retail PTY LTD on **1300 133 055**.

## 19. Concessions

If you are eligible for a concession (for example, where you hold a concession card) or wish to enquire whether you are eligible for a concession you can contact us on **1300 133 055** to make arrangements or discuss your eligibility.



## 20. Disconnection

If you do not pay your bill by the due date and haven't made alternative arrangements with us, we may, as a last resort, disconnect your energy supply. However we will contact you beforehand.

If you would like us to disconnect the energy at your address, please contact us at least 3 working days before you require disconnection. We may also disconnect your supply if you:

- a. do not allow us access to your meter or supply address (and we have made all required efforts to contact you);
- b. have sourced energy illegally;
- c. are in breach of your energy contract or any relevant regulations; or do not provide the acceptable identification required by your agreement.

## 21. Reconnection

We will reconnect your electricity supply on your request if the reason for your disconnection is resolved and any additional charges for reconnection have been paid.

Reconnection will occur:

- a. if your request for reconnection is before 3pm on a business day, on the day of the request; or
- b. if your request for reconnection is after 3pm on a business day, by the end of the following business day, unless your request is made before 9pm and you agree to pay an afterhours reconnection fee, in which case we will reconnect you on the same business day that you made the request. Reconnection may be able to occur quicker if your premises can be reconnected remotely.

## 22. Moving into your new premises

You may arrange for the connection of electricity to your premises in the following ways:

- a. **Existing electricity supply:** We will need to organise your meter to be read so that you can start receiving energy bills in your name. We will conduct a read of your meter on a business day. We will let you know of any applicable guidelines pertaining to connection in your area in the welcome pack and before you provide your consent to enter into an agreement with us.
- b. **New electricity supply:** If your premises is not already connected to the distribution network, we may contact your electricity distributor to determine the availability of supply and to organise a new connection to your address. New connections can take some time and your earliest contact with us is recommended. We will require certain information from you in order to arrange your connection.

## 23. Price changes

We will always endeavour to provide our customers with competitive prices. We may have to vary your prices to accommodate any increases in various costs such as changes to the Consumer Price Index, distribution costs, wholesale costs or operating costs. We will notify you of this in writing by letter or email. If we have to vary your prices this will be done in accordance with the terms of your Agreement with us and the 'energy laws'.

## 24. Credit

When you enter into an agreement you may be subject to a credit check being performed.

Such credit checks will be conducted in accordance with the 'energy laws' and the codes and guidelines set out by the Australian Information Commissioner.

We may disclose your name, address, date of birth and driving licence number to the credit reporting bureau (Dun and Brad Street) for conducting a credit check.



## 25. Complaints and dispute resolution

If at any time you wish to make a complaint please contact us straight away and we will endeavour to resolve your issue as soon as possible. We are confident that we can resolve any concern that our customers may have promptly. If you still have any further concerns we will be able to put you in contact with the relevant Energy Ombudsman for your area to further investigate your complaint for you.

### **ACT Civil and Administrative Tribunal**

(02) 6207 7740

[acat.act.gov.au](http://acat.act.gov.au)

### **Energy and Water Ombudsman NSW**

1800 246 545

[ewon.com.au](http://ewon.com.au)

### **Energy and Water Ombudsman Queensland**

1800 662 837

[ewoq.com.au](http://ewoq.com.au)

### **Energy and Water Ombudsman South Australia**

1800 665 565

[ewosa.com.au](http://ewosa.com.au)

### **Energy and Water Ombudsman Victoria**

1800 500 509

[ewov.com.au](http://ewov.com.au)

### **Energy Ombudsman of Tasmania**

1800 001 170

[energyombudsman.tas.gov.au](http://energyombudsman.tas.gov.au)

### **Energy Ombudsman of Western Australia**

08 9220 7588

[ombudsman.wa.gov.au](http://ombudsman.wa.gov.au)

## 26. Protecting your privacy

We are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth), including in relation to the collection, use and disclosure of your personal information. A copy of our Privacy Policy is available to you on our website [smartenergygroup.com.au/privacy-policy](http://smartenergygroup.com.au/privacy-policy)

## 27. Cancelling your agreement

You should check your agreement with us (including the energy plan and welcome pack) and relevant details to understand if it is a fixed term agreement. If you are ending a fixed term agreement before the agreed date, an early termination charge may apply. We only require you to pay early termination charges for the early termination of a Market Agreement.

## 28. Interpreter service

You can call **13 14 50** if you require interpreter services.

