



## TERMS AND CONDITIONS

### 1. Background

1.1 These terms and conditions (**Terms and Conditions**) form part of the electricity retail agreement (**Agreement**) between:

1.1.1 GloBird Energy Pty Ltd, referred to in these Terms and Conditions and elsewhere in the Agreement as “we” or “us”; and

1.1.2 the customer identified in the Electricity Plan, referred to in these Terms and Conditions and elsewhere in the Agreement as “you”,

for the sale of electricity to you at the Premises.

1.2 The other parts of the Agreement are the Cover Page and your Electricity Plan.

### 2. Eligibility

2.1 You are only eligible to purchase electricity from us under this Agreement if you are a Small Customer.

2.2 You must tell us if the amount of electricity you use changes significantly during the term of this Agreement, because this may mean you are no longer a Small Customer and no longer eligible to purchase electricity under the Agreement, in which case clause 24.3.1 will apply.

### 3. When this Agreement starts

3.1 This Agreement starts on the Acceptance Date and continues until you or we end it.

3.2 You can accept the offer set out in your Electricity Plan by:

3.2.1 signing and returning the Cover Page of this Agreement to us, in person or by post;

3.2.2 signing, scanning and emailing the Cover Page of this Agreement to us; or

3.2.3 accepting the offer over the telephone, or online.

before any applicable offer expiry date.

3.3 If you accept the offer over the telephone, within 5 Business Days after the Acceptance Date we will provide you with an Agreement Document, either:

3.3.1 in person;

3.3.2 by post; or

3.3.3 electronically, if you have agreed to the use of electronic communications.

### 4. When we start selling electricity

We will not start selling you electricity at the Premises unless and until:

4.1 you have given us:

4.1.1 acceptable identification;

4.1.2 your contact details for billing purposes and, if you rent the Premises, contact details for your landlord or the landlord’s agent; and

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- 4.1.3 credit history information, if required under clause 6;
  - 4.2 your cooling-off period under clause 5 has expired;
  - 4.3 you have paid any applicable connection fee or other charge associated with connecting the Premises to the distribution system, and the Premises are connected; and
  - 4.4 if we are not already the retailer responsible to AEMO for the Premises under the Electricity Laws, a transfer to us from the responsible retailer is completed in accordance with clause 7.

## **5. Cooling off**

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

## **6. Creditworthiness**

- 6.1 You agree that we may determine your creditworthiness by doing a credit assessment, and consent to us using any information we are permitted by law to use to do so.
- 6.2 We may disclose your relevant Personal Information or Sensitive Information to a credit reporting agency before, during or after we sell electricity to you:
  - 6.2.1 to obtain a consumer credit report about you; and/or
  - 6.2.2 to allow the credit reporting agency to create or maintain a credit information file about you.
- 6.3 We will comply with all applicable privacy laws in determining your creditworthiness (see also clause 29).

## **7. Transferring responsibility for the Premises**

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

## **8. When the Agreement ends**

- 8.1 We may stop the transfer under clause 7 and cancel this Agreement for any reason before the transfer is completed, including where:
  - 8.1.1 the transfer doesn't occur within 3 months of the Acceptance Date;
  - 8.1.2 you don't meet our credit requirements; or
  - 8.1.3 any information in your Electricity Plan is incorrect.
- 8.2 We will notify you if we cancel the Agreement under clause 8.1 and may offer you an alternative agreement.

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- 8.3 If we do not cancel the Agreement under clause 8.1 then, unless your Electricity Plan provides otherwise, the Agreement continues indefinitely until it ends under clause 23.

## **9. Security Deposits**

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

## **10. Billing**

- 10.1 We will send you your bill for each Billing Period as soon as possible after the end of the Billing Period, at:
- 10.1.1 your nominated email address for bills, if you have agreed to the use of electronic communications in your Electricity Plan; or
- 10.1.2 otherwise, your nominated postal address for bills.
- 10.2 Bills we send to you will be calculated based on:
- 10.2.1 the amount of electricity consumed at the Premises during the Billing Period, using information obtained from reading your meter or otherwise an estimation of that consumption in accordance with the Energy Retail Code; and
- 10.2.2 the electricity prices set out in your Electricity Plan, which cover the cost of your electricity and other regular recurrent charges in relation to the supply and sale of electricity to you at the Premises including any such charges payable for services provided by your Distributor.
- 10.3 Bills will also include:
- 10.3.1 any other fees and charges provided for under the Agreement, as set out in the Electricity Plan;
- 10.3.2 any other fees or charges we incur responding to your service requests or otherwise in relation to the supply and sale of electricity to you at the Premises, such as special meter read fees and applicable connection charges if you have asked for a new connection or connection alteration and have not made alternative arrangements with your Distributor;
- 10.3.3 any additional charges under clause 16; and
- 10.3.4 any other amounts you owe to us under the Agreement, including (without limitation) any undercharged amount.
- 10.4 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.
- 10.5 Our bills will contain the information required by the Energy Retail Code.

## **11. Payment**

- 11.1 You must pay each bill in full by the Due Date, which will be no earlier than 13 Business Days from the date we issue the bill. You can pay your bill by any of the options listed on your bill.

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- 11.2 If you cannot pay by the Due Date or are experiencing financial hardship, you must notify us of this as soon as possible. We will provide you with information about our hardship policy and relevant hardship programs, including payment plans. Our hardship policy is also available on our website: [www.globirdenergy.com.au](http://www.globirdenergy.com.au).
- 11.3 Without prejudice to any other rights we may have under this Agreement or at law, if you do not pay by the Due Date, unless you have requested a review of the bill we may do one or more of the following:
- 11.3.1 apply any Security Deposit in accordance with clause 9; and
  - 11.3.2 disconnect your electricity supply in accordance with clause 20.

## 12. Reviewing bills

- 12.1 If you disagree with an amount you have been charged, you can ask us to review the bill in accordance with our standard complaints and dispute resolution procedures (see clause 31).
- 12.2 If your bill is reviewed, you are still required to pay:
- 12.2.1 the lesser of:
    - (a) the portion of the bill that you do not dispute; and
    - (b) an amount equal to the average of your bills in the last 12 months (excluding the bill in dispute); and
  - 12.2.2 any other bills from us that are due for payment.
- 12.3 If the bill is:
- 12.3.1 correct, then you must pay the bill, unless you request us to check the accuracy of the meter, in which case we will test the meter, and if the meter complies with the Electricity Laws, you must pay any unpaid part of the bill and the cost of the meter test; or
  - 12.3.2 incorrect, then we must adjust the bill in accordance with clauses 14 and 15 and you will not be required to pay the cost of any meter test.
- 12.4 If, after completion of our review of a bill, you are not satisfied with our decision in relation to the review or our action or proposed action under clause 12.3, you may lodge a dispute with the Energy Ombudsman. The Energy Ombudsman's contact details are:
- Energy and Water Ombudsman Victoria
- Telephone: 1800 500 509  
Email: [ewovinfo@ewov.com.au](mailto:ewovinfo@ewov.com.au)  
Address: GPO Box 469 Melbourne 3001

## 13. Meters

- 13.1 You must allow safe and unhindered access to the Premises for the purposes of reading and maintaining the meter at the Premises.
- 13.2 If you fail to allow meter access and we bill you based on an estimate of your electricity consumption, we may charge you a special meter read fee as set out in your Electricity Plan if you ask us to bill you based on your actual consumption.
- 13.3 We will use our best endeavours to ensure that meter readings are carried out as frequently as is needed to prepare your bills, consistently with the Energy Retail Code and in any event at least once every 12 months.

## 14. Undercharging

- 14.1 If we have undercharged you, we may recover the undercharged amount from you.
- 14.2 If we recover an undercharged amount from you:
- 14.2.1 we will not charge interest on the undercharged amount; and

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- 14.2.2 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.
- 14.3 The maximum amount we can recover from you is limited to the amount that has been undercharged in the 9 months immediately before we notify you, unless the undercharge is your fault, or results from your unlawful act or omission.

## **15. Overcharging**

- 15.1 Where you have been overcharged by an amount less than the overcharge threshold under the Energy Retail Code, as applicable from time to time, we must credit that amount to your next bill after we become aware of the overcharging.
- 15.2 Where you have been overcharged by an amount equal to or more than the overcharge threshold under the Energy Retail Code, we must:
- 15.2.1 inform you within 10 Business Days of our becoming aware of the overcharge; and
- 15.2.2 repay the overcharge by crediting the relevant amount to your next bill, or otherwise as you reasonably request.
- 15.3 If you have stopped buying electricity from us, we will use our best endeavours to pay the overcharged amount to you within 10 Business Days.
- 15.4 No interest is payable on an amount overcharged.

## **16. Changing discounts, prices, fees and charges**

- 16.1 Prior to the first Review Date occurring more than 12 months after the Acceptance Date we will review any discount you are entitled to. We may decide not to change that discount in which case you will continue to be entitled to the same discount on an ongoing basis until such time as we decide to change it, after a further review conducted by us prior to a subsequent Review Date.
- 16.2 At any time we may change your prices, fees and charges if there is any increase in any External Cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that External Cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to prices, fees and charges that our other customers pay.
- 16.3 At any time we may change your prices, fees and charges if there is any increase in any Other Cost which has occurred or which we fairly and reasonably expect will occur. The amount of the change will fairly and reasonably reflect the amount of the increase or expected increase in that Other Cost and will not exceed what we consider is necessary to cover that increase or expected increase, taking into account that the change may also apply to prices, fees and charges that our other customers pay.
- 16.4 If at any time there is a Significant CPI Increase then, at or around that time we may change your prices, fees and charges in line with that Significant CPI Increase but we will not do this if or to the extent there has been any change to your prices, fees and charges under clause 16.2 or 16.3 referable to the same period to which the Significant CPI Increase relates.
- 16.5 Independent of clauses clause 16.2, 16.3 and 16.4 and at our discretion, we may also review your prices, fees and charges and re-set them at new levels with effect from any Review Date.

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16.6 If in any review under clause 16.1 of any discount you are entitled to we decide to change that discount, and also if we decide to change or re-set any of your prices, fees or charges under any of clauses 16.2, 16.3, 16.4 and 16.5, we will give you written notice of the change or re-set including, in the case of a changed discount, the period over which it will apply. We will give you this notice before the effective date of the change or re-set so that before then, if you prefer, you can transfer to another electricity retailer. We will bear the cost of any special meter read necessary to effect such a transfer before the effective date of the change or re-set, by crediting the relevant amount in your final bill or otherwise paying it to you in accordance with your reasonable instructions, but only if you do not have a smart meter and the other retailer's discounts, prices, fees and charges and other terms are better for you than ours and we do not offer to match or beat them.

## **17. GST**

17.1 Amounts specified in your Electricity Plan and other amounts payable under the Agreement will be stated as both GST-exclusive and GST-inclusive figures. Clause 17.2 applies to amounts stated to exclude GST, but does not apply to amounts stated to include GST.

17.2 Where an amount paid by you under the Agreement is payment for a "taxable supply" as defined for GST purposes, to the extent permitted by law, that payment will be increased so that the cost of the GST payable on the taxable supply is passed on to the recipient of that taxable supply.

## **18. Your obligations**

18.1 Title and risk in the electricity sold to you under this Agreement will pass to you at the point of connection with the Premises.

18.2 You must comply at all times with the Electricity Laws.

18.3 You must:

18.3.1 ensure your name and contact details (including your nominated addresses for notices and bills) and the details of the Premises are correct in your Electricity Plan;

18.3.2 ensure any other information you give us is correct and not false, misleading or deceptive; and

18.3.3 notify us as soon as possible if information you have provided to us changes, including if your billing address changes or if your use of electricity changes (for example, if you start running a business at the Premises).

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

18.4.1 illegally use electricity supplied to the Premises;

18.4.2 interfere or allow interference with any electricity equipment that is at the Premises except as may be permitted by law;

18.4.3 use the electricity supplied to the Premises or any electricity equipment in a manner that:

(a) unreasonably interferes with the connection or supply of electricity to another customer; or

(b) causes damage or interference to any third party;

18.4.4 allow electricity purchased from us to be used otherwise than in accordance with the Agreement and the Electricity Laws; or

18.4.5 tamper with, or permit tampering with, any meters or associated equipment.

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**19. Electricity distribution and supply**

- 19.1 Your Distributor is responsible for the connection of the Premises to the Distribution System, and the physical supply of electricity to the Premises (including the quality and reliability of the electricity supplied).
- 19.2 If requested, we will procure connection services for the Premises from your Distributor as required by the Energy Retail Code, and in any event will arrange for your Distributor to supply electricity to the Premises.
- 19.3 The quality and reliability of your electricity supply is subject to a variety of factors that are beyond our control, including accidents, emergencies, weather conditions, vandalism, system demand, the technical limitations of the distribution system and the acts of other persons (such as your Distributor), including at the direction of a Relevant Authority.
- 19.4 You agree that, in the following circumstances, the supply of electricity to the Premises may be interrupted, and you will immediately cease or reduce consuming electricity at the Premises and will comply with directions from us or your Distributor:
- 19.4.1 when a supply interruption is allowed or required under the law;
  - 19.4.2 when a supply interruption occurs for reasons beyond our control;
  - 19.4.3 when a supply interruption occurs because of steps taken by your Distributor or AEMO;
  - 19.4.4 when a supply interruption occurs because there is insufficient electricity or system capacity to meet the needs of all consumers;
  - 19.4.5 when a supply interruption is required to allow repairs, testing, maintenance or other works; or
  - 19.4.6 when a supply interruption is necessary due to an Emergency or for reasons of public health or safety or the protection of any person or property.
- 19.5 Where reasonably possible and in accordance with the law, we or your Distributor will give you prior notice of supply interruptions (though not necessarily in writing).
- 19.6 If you inform us that supply to the Premises has been interrupted and you want us to notify your Distributor, we will do so as soon as practicable.

**20. Disconnection**

- 20.1 If you have given us up-to-date contact details, we will give you notice before we disconnect the electricity supply to the Premises.
- 20.2 We will comply with the terms, conditions and procedures set out in the Electricity Laws when disconnecting the electricity supply to the Premises.
- 20.3 We may arrange for disconnection in the following circumstances, subject to the Electricity Laws:
- 20.3.1 if you ask us to;
  - 20.3.2 if you do not pay your bill by the Due Date and, if you are a Domestic Customer, you do not agree to an offer to pay the bill by instalments or, having so agreed, you fail to comply with the instalment arrangement;
  - 20.3.3 if you fail to comply with the terms of an agreed payment plan;
  - 20.3.4 if your meter has not been able to be read for three consecutive meter readings due to a lack of access to the Premises;
  - 20.3.5 if you refuse to provide a Security Deposit or acceptable identification we are entitled to require from you;
  - 20.3.6 if you use electricity at the Premises fraudulently, or intentionally use it contrary to Electricity Laws; or
  - 20.3.7 we are otherwise entitled or required to do so under the Electricity Laws.

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**21. Reconnection after disconnection**

- 21.1 We must request your Distributor to reconnect the Premises if, within 10 Business Days of the Premises being disconnected:
- 21.1.1 you ask us to arrange for reconnection;
  - 21.1.2 you rectify the matter that led to the disconnection; and
  - 21.1.3 you pay any reconnection charge (if requested).
- 21.2 If you do not meet the requirements in clause 21.1 within 10 Business Days following disconnection, the Agreement will terminate automatically in accordance with clause 24.3.1.

**22. Life support equipment**

- 22.1 We maintain a register of premises which are home to persons who require life support equipment.
- 22.2 If a person living at the Premises requires life support equipment, you must register the Premises with us. To register, you will need to give written confirmation from a registered medical practitioner of the requirement for life support equipment at the Premises.
- 22.3 We will not disconnect the electricity supply to any Premises registered as premises which are home to a person who requires life support equipment.
- 22.4 You must tell us if the life support equipment is no longer required at the Premises.

**23. Vacating the Premises**

- 23.1 If you are vacating the Premises, then, in addition to a notice under clause 24.1.1, you must provide your forwarding address to us for your final bill for the Premises.
- 23.2 If you fail to tell us that you are vacating the Premises or you fail to provide access to your meter, we will continue to bill you for electricity consumed at the Premises until such time as your meter has been read or the Agreement otherwise ends, and you must pay those bills in accordance with this Agreement.

**24. Termination**

- 24.1 You can end this Agreement by:
- 24.1.1 giving us a notice stating you wish to end the Agreement in which case the Agreement will end on a date advised by us, of which we will give you at least 5 but no more than 20 Business Days' notice;
  - 24.1.2 by transferring the responsibility for the electricity supply at the Premises to another retailer, in which case the Agreement will end when this transfer is completed;
  - 24.1.3 by requesting us to disconnect the electricity supply to the Premises, in which case the Agreement will end 10 Business Days after disconnection; or
  - 24.1.4 by entering into a new agreement with us for the sale of electricity to you at the Premises, in which case the Agreement will end when the new agreement starts.
- 24.2 We can end this Agreement by giving you 20 Business Days' notice.
- 24.3 This Agreement will also end:
- 24.3.1 if you start to consume electricity at the Premises other than as a Small Customer;
  - 24.3.2 if the Premises are disconnected other than due to your request and you have not met the requirements for reconnection, in which case the Agreement will end 10 Business Days after the date of disconnection;



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- 24.3.3 when another person starts being supplied with electricity at the Premises, by us or by another retailer; or
  - 24.3.4 if we are no longer entitled to sell electricity due to a Last Resort Event (see clause 33).
- 24.4 Before the Agreement ends we must use our best endeavours to arrange for the reading of the meter and send you a final bill for the Premises.

## **25. Consequences of termination**

- 25.1 When this Agreement ends, you must still make any outstanding payments to us, including all amounts billed for electricity consumed at the Premises under clause 23.2.
- 25.2 If this Agreement ends, and you continue to consume electricity at the Premises but have not entered into a new agreement with us or transferred responsibility for the Premises to another retailer, then we will continue to sell you electricity at the Premises on the terms of our Standing Offer.

## **26. Force Majeure Events**

- 26.1 If a Force Majeure Event happens, then each party's obligations (other than an obligation to pay money) are suspended to the extent they are affected by the Force Majeure Event.
- 26.2 The party affected by the Force Majeure Event must:
  - 26.2.1 try to remove, overcome or minimise its effects as soon as possible; and
  - 26.2.2 give the other party prompt notice of its occurrence, and provide any information required by the Electricity Laws.
- 26.3 If the effects of a Force Majeure Event are widespread, we may give you prompt notice by making the necessary information available on a 24 hour telephone service. We will try to do this within 30 minutes of becoming aware of the Force Majeure Event or otherwise as soon as practicable.

## **27. Liability**

- 27.1 Subject to the Electricity Laws:
  - 27.1.1 we are not liable to you for any loss or damage in connection with or arising out of this Agreement, except where we breach this Agreement or are negligent;
  - 27.1.2 you indemnify us if we or any third party suffer any loss or damage in connection with or arising out of your breach of this Agreement or negligence; and
  - 27.1.3 you indemnify us and any third party against any liability in connection with or arising out of the use of electricity sold under this Agreement after ownership passes to you.
- 27.2 Nothing in this clause 27 entitles us to recover from you an amount greater than we would otherwise have been able to recover at law.
- 27.3 This Agreement does not vary or exclude the operation of sections 119 and 120 of the National Electricity Law.

## **28. Warranties**

- 28.1 Subject to clause 28.2 and to the extent permitted by law, the only warranties that apply to this Agreement are those that are expressly set out in the Agreement.
- 28.2 We give you all the warranties, undertakings and guarantees required at law about the condition and suitability of electricity, its quality, fitness for purpose and safety. Our liability for failure to comply with any such warranty, undertaking or guarantee is, to the extent permitted by law, limited (at our option) to:

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- 28.2.1 in the case of goods, the replacement of the goods, the supply of equivalent goods or the payment of the cost of acquiring equivalent goods; and
  - 28.2.2 in the case of a service, to the re-supply of the service or the payment of the cost of having the service supplied again.

## **29. Privacy**

- 29.1 We will comply with all applicable privacy laws in relation to the collection, use and disclosure of your Personal Information and Sensitive Information.
- 29.2 You agree to us collecting relevant Personal Information and Sensitive Information about you contained in or which becomes available to us under this Agreement, and consent to us:
  - 29.2.1 using that information to carry out our rights and obligations under the Agreement; and
  - 29.2.2 disclosing that information to other persons who require it for the purposes of facilitating the supply of electricity and relevant services under this Agreement.
- 29.3 Our privacy policy is available on our website: [www.globirdenergy.com.au](http://www.globirdenergy.com.au)

## **30. Notices**

- 30.1 Notices under this Agreement, including bills, must be sent in writing, unless the Electricity Laws say otherwise.
- 30.2 A notice sent under the Agreement is taken to have been received:
  - 30.2.1 on the date it is handed to the receiving party, left at the Premises (in your case) or at our registered office (in our case), or successfully faxed (which occurs when the sender receives a transmission report to that effect);
  - 30.2.2 on the date which is 3 Business Days after it is posted; or
  - 30.2.3 on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and you have agreed to the use of electronic communications, as set out in your Electricity Plan.
- 30.3 Our contact details for you to contact us or send us notices are as set out in our latest bill, or as otherwise notified to you from time to time.

## **31. Complaints**

- 31.1 If you have a complaint relating to our sale to you of electricity, or the Agreement generally, you may lodge a complaint with us in accordance with our standard complaints and dispute resolution procedures, which are published on our website: [www.globirdenergy.com.au](http://www.globirdenergy.com.au)
- 31.2 If you make a complaint, we will respond to your complaint in accordance with our standard complaints and dispute resolution procedures, and inform you of the outcome of your complaint and the reasons for our decision.
- 31.3 If you are still not satisfied with our response, you have a right to refer the complaint to the Energy Ombudsman. See clause 12.4 for the Energy Ombudsman's contact details.

## **32. Inconsistencies**

- 32.1 If these Terms and Conditions are different to or inconsistent with your Electricity Plan, the latter prevails.
- 32.2 If any matter that is required to be included in this Agreement by the Electricity Laws is not expressly dealt with in the Agreement, the relevant Electricity Law is incorporated as if it were a term of the Agreement.

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- 32.3 If there is any inconsistency between this Agreement and the Electricity Laws, then this Agreement prevails to the extent of the inconsistency, unless the relevant Electricity Law provides that it must prevail.

### **33. Last Resort Events**

If we are no longer entitled by law to sell electricity to you due to a Last Resort Event occurring in relation to us:

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

### **34. Our obligations**

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

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

### **35. Amending the Agreement**

- 35.1 Subject to clause 35.2, we must agree any amendment to the Agreement with you in writing.
- 35.2 To the extent permitted by law, we may amend the Agreement without your agreement:
- 35.2.1 if we consider it necessary to do so in order to comply with any applicable law or any change in any applicable law; or
- 35.2.2 if, in our reasonable opinion, the amendment will confer an additional benefit on you, impose an additional obligation on us, or be of neutral impact on you,
- provided we comply with all applicable laws in making the amendment.

### **36. Transferring the Agreement**

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

### **37. Multiple Premises**

If more than one Premises is specified in your Electricity Plan, then:

- 37.1 the Agreement is for the sale of electricity to you at each of those Premises;
- 37.2 the Agreement starts at the same time under clause 3 for all of those Premises and may be cancelled under clause 5.1 only in respect of all of those Premises;
- 37.3 the date at which we start selling you electricity at each Premises under clause 4 may differ (for example, because the transfers contemplated by clause 4.4 may be completed at different times);

- 37.4 the Agreement may end in respect of one or more but not all of the Premises if the relevant circumstances do not relate to all of the Premises, including where you vacate particular Premises (see clause 23);
- 37.5 we may prepare consolidated bills for all or some of the Premises, including where a bill for one or more of those Premises is required to be a final bill and for others it is not; and
- 37.6 except as otherwise provided in this clause 37, each reference in these Terms and Conditions to the Premises is to each of the Premises detailed in your Electricity Plan separately, or to all of them collectively, as the context may require.

### 38. New or additional premises

- 38.1 You may ask us to sell electricity to you at additional premises on the terms of this Agreement, or to transfer the Agreement to new premises because you are moving.
- 38.2 If the new or additional premises are in Victoria, we may offer to incorporate the premises into the Agreement on terms detailed in the offer, taking account of any new or changed costs in relation to selling or supplying electricity to you at the new or additional premises.

### 39. Governing law and jurisdiction

The laws of Victoria apply to this Agreement. You submit to the non-exclusive jurisdiction of the courts in Victoria.

### 40. Definitions

In this Agreement including the Cover Page and Electricity Plan:

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

**AEMO** means Australian Energy Market Operator Limited ABN 94 072 010 327 or any successor body that administers the market for wholesale trading in electricity.

**Agreement Document** means a document evidencing the Agreement and which includes the Cover Page, your Electricity Plan and these Terms and Conditions.

**Billing Period** means the regular recurrent period for which you receive a bill from us, as set out in your Electricity Plan.

**Business Customer** means a Small Customer who is not a Domestic Customer.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in Victoria.

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

**Cover Page** means the document forming the first page of this Agreement, as amended or replaced from time to time.

**Disclosure Statement** means the statement of information in relation to the Agreement provided in accordance with the Energy Retail Code.

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

**Domestic Customer** means a person who purchases electricity principally for personal, household or domestic use at their premises.

**Due Date** means the date by which you must pay your bill as set out in the bill, or such other date as we agree with you.

**Electricity Laws** means national and Victorian laws and rules relating to electricity and the legal instruments made under those laws and rules, and includes the *Electricity Industry Act 2000* (Vic) and the Energy Retail Code.

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

**Emergency** means an emergency due to the actual or imminent occurrence of an event that in any way endangers or threatens to endanger the safety or health of any person, or normal operation of the distribution system or transmission system, or that destroys or damages, or threatens to destroy or damage, any property.

**Energy Ombudsman** means the Energy and Water Ombudsman Victoria.

**Energy Retail Code** means the Energy Retail Code, as amended or replaced from time to time, made by the Essential Services Commission under section 36 of the Electricity Industry Act.

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

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

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

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

**Last Resort Event** has the meaning given to that term in the Energy Retail Code.

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

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

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

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

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

**Review Date** means 1 January.

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

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

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

**Small Customer** has the meaning given to that term in the Energy Retail Code.

**Standing Offer** means the terms and conditions, including the tariffs, approved by the Essential Services Commission, under section 35 of the Electricity Industry Act and published on our website: [www.globirdenergy.com.au](http://www.globirdenergy.com.au).