



**RETAIL**

Standard Retail Contract  
for  
Card-operated meter  
customers in Queensland

1 July 2019

# Terms and conditions of standard retail contract for card-operated meter customers in Queensland

## Preamble

This contract is about the sale of energy to you as a small customer at your premises. It is a standard retail contract (card-operated meters) that starts without you having to sign a document agreeing to these terms and conditions.

In addition to this contract, the energy laws and other consumer laws also contain rules about the sale of energy and we will comply with these rules in our dealings with you.

You also have a separate contract with your distributor, called a customer connection contract. The customer connection contract deals with the supply of energy to your premises and can be found on your distributor's website.

More information about this contract and other matters is on our website [www.ergon.com.au](http://www.ergon.com.au).

## 1 The parties

This contract is between Ergon Energy Queensland Pty Ltd, who sells energy to you at your premises (in this contract referred to as 'we', 'our' or 'us'); and You, the customer to whom this contract applies (in this contract referred to as 'you' or 'your').

## 2 Definitions and interpretation

- (a) Terms used in this contract have the same meanings as they have in the National Energy Retail Law and the National Energy Retail Rules (the 'Rules'). However, for ease of reference, a simplified explanation of some terms is given at the end of this contract.
- (b) If a simplified explanation in clause 24 differs from a definition, for the same thing, in the National Energy Retail Law or the Rules, the definition in the National Energy Retail Law or the Rules prevails.

## 3 Do these terms and conditions apply to you?

### 3.1 These are our terms and conditions

This contract sets out the terms and conditions for a Standard Retail Contract (Card-Operated Meters) for a small customer in Queensland under the National Energy Retail Law and the Rules.

### 3.2 Application of these terms and conditions

These terms and conditions apply to you if—

- (a) you are—
  - (i) a residential customer; or
  - (ii) a business customer who is a small customer; and
- (b) you have a card-operated meter at your premises.

## 4 What is the term of this contract?

### 4.1 When does this contract start?

Your contract with us will start on the date we first provide you with customer retail services at your premises.

## 4.2 When does this contract end?

- (a) This contract ends—
  - (i) if the card-operated meter is removed—from the date on which the card-operated meter is removed; or
  - (ii) if you are no longer a small customer—from the date on which the card-operated meter is removed; or
  - (iii) if we both agree to a date to end the contract—on the date that is agreed; or
  - (iv) if a different customer starts to be responsible for the consumption of energy—on the date that customer’s contract starts; or
  - (v) if the premises are disconnected at our request and you have not met the requirements in the Rules for reconnection—10 business days from the date of disconnection.
- (b) Rights and obligations accrued before the end of this contract continue despite the end of the contract, including any obligations to pay amounts to us.

## 5 Scope of this contract

### 5.1 What is covered by this contract?

- (a) Under this contract we agree to sell you energy at your premises. We also agree to meet other obligations set out in this contract and to comply with the energy laws.
- (b) In return, you agree to meet your obligations under this contract and the energy laws.

### 5.2 What is not covered by this contract?

This contract does not cover the physical connection of your premises to the distribution system, including metering equipment and the maintenance of that connection and the supply of energy to your premises. This is the role of your distributor under a separate contract called a customer connection contract for card-operated meter premises in Queensland.

## 6 Your general obligations

### 6.1 Full information

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

### 6.2 Updating information

You must tell us promptly if information you have provided to us changes.

### 6.3 Life support equipment

- (a) If a person living at your 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.
- (b) Unless you give explicit informed consent for the card-operated meter to continue to be used at the premises, immediately after you register the premises with us, we will make arrangements to remove the card-operated meter and install a standard meter at your premises at no cost to you.

- (c) If you do give us explicit informed consent for the card-operated meter to continue to be used at the premises, you may withdraw your consent at any time and we will immediately make arrangements to remove the card-operated meter and install a standard meter at your premises at no cost to you.
- (d) Also, if you give explicit informed consent for the card-operated meter to continue to be used at the premises, we will adopt programs and strategies to help you better manage your electricity costs so that you do not self-disconnect solely due to financial difficulty.
- (e) You must tell us if the life support equipment is no longer required at the premises.

#### **6.4 Obligations if you are not an owner**

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

### **7 Our liability**

- (a) The quality and reliability of your electricity supply is subject to a variety of factors that may be beyond our control as your retailer, 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.
- (b) To the extent permitted by law, we give no condition, warranty or undertaking, and we make no representation to you, about the condition or suitability of energy, its quality, fitness for purpose or safety, other than those set out in this contract.
- (c) Unless we have acted in bad faith or negligently, the National Energy Retail Law excludes our liability for any loss or damage you suffer as a result of the total or partial failure to supply energy to your premises, which includes any loss or damage you suffer as a result of the defective supply of energy.

### **8 Price for energy and other services**

#### **8.1 What are our tariffs and charges?**

- (a) Our tariffs and charges for the sale of energy to you under this contract are our standing offer prices. These are published on our website and include your distributor's charges.
- (b) Different tariffs and charges may apply to you depending on your circumstances. The conditions for each tariff and charge are set out in our standing offer prices.

#### **Note-**

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

#### **8.2 Changes to tariffs and charges**

If we vary our standing offer prices, we will notify you of the new standing offer price by providing a notice that will be left at your premises.

#### **8.3 Variation of tariff due to change of use**

If a change in your use of energy means you are no longer eligible for the particular tariff you are on, we may transfer you to a new tariff under our

standing offer prices from the date that the meter reconfiguration is performed on the card-operated meter.

#### **8.4 Variation of tariff or type of tariff on request**

- (a) If you think you satisfy the conditions applying to another tariff or type of tariff under our standing offer prices, you can ask us to review your current circumstances to see whether that tariff or type of tariff can apply to you.
- (b) If you meet the requirements for another tariff or type of tariff and request us to do so, we must transfer you to that other tariff as soon as practicable and will advise you when this will take effect.

#### **8.5 Consumption information**

- (a) From 1 July 2016, if you request, we must provide you with the following information—
  - (i) the average daily consumption for your premises for the 12 months preceding the last scheduled meter reading or estimation;
  - (ii) the average daily cost of consumption for your premises for the 12 months preceding the last scheduled meter reading or estimation.
- (b) However, if a card-operated meter was installed in the premises within 12 months of your request, we do not need to provide you with the information mentioned in paragraph (a).

#### **8.6 GST**

- (a) Amounts specified in the standing offer prices from time to time and other amounts payable under this contract may be stated to be exclusive or inclusive of GST. Paragraph (b) applies unless an amount is stated to include GST.
- (b) If an amount paid by you under this contract 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.

### **9 Charges**

#### **9.1 Calculating the charges**

- (a) When you insert your power card into the card-operated meter, credit is transferred from your power card to the meter.
- (b) The credit transferred to your card-operated meter is then deducted from the meter as you consume energy at your premises.
- (c) The credit deducted from your card-operated meter will be calculated on the basis of the applicable charges and fees for the type of tariff applied to your premises.

#### **9.2 Emergency credit**

- (a) When the balance of credit on your card-operated meter is entirely depleted you have the option of using emergency credit.
- (b) The level of emergency credit allowed is determined by us and is dependent upon the tariff that applies to you.
- (c) However, on or from 1 July 2018, the level of emergency credit allowed is—

- (i) at least a level equivalent to the average cost of 3 days supply to within \$1; or
  - (ii) another amount approved by the prescribed regulator.
- (d) When you transfer additional credit to your card-operated meter, the amount of emergency credit consumed will be deducted from the amount of credit placed onto the meter.

### 9.3 Self-disconnection times

On or from 1 July 2018, we will ensure that our card-operated meter will not disconnect supply of energy to your premises as a result of a self-disconnection before 8.00am and after 3.00pm.

## 10 Paying for energy

You must pay for your energy by purchasing a power card prior to consuming energy at your premises.

## 11 Card-operated meters

- (a) You must allow safe and unhindered access to your premises for the purposes of adjusting your card-operated meter to reflect changes to the standing offer prices and maintaining the meter (if relevant).
- (b) We will use our best endeavours to ensure that meter adjustments are carried out as frequently as is needed, consistently with changes to the standing offer prices and the metering rules, and in any event at least once every 12 months.

## 12 Overcharging

- (a) If you suspect that you are paying more for the consumption of energy than the standing offer price applicable to your premises, you must advise us as soon as possible.
- (b) If we agree that there is a likelihood that the incorrect tariff has been applied to your card-operated meter, we will arrange for a technician to verify this.
- (c) If the overcharge is verified, we will—
  - (i) adjust the meter to reflect the correct standing offer prices that apply to your premises; and
  - (ii) inform you of the overcharging within 10 business days of us becoming aware of the overcharging; and
  - (iii) repay the amount overcharged to you within 20 business days.

## 13 Undercharging

- (a) If we suspect that you are paying less for the consumption of energy than the standing offer price applicable to your premises or the incorrect tariff has been applied to your card-operated meter, we must advise you as soon as possible and arrange for a technician to verify this.
- (b) If the undercharge is verified, we will adjust the card-operated meter to reflect the correct standing offer prices or tariff that apply to your premises.
- (c) If you have been undercharged, we may recover the amount undercharged subject to the following—

- (i) we will limit the amount to be recovered to the amount undercharged in the 12 months before the date we notified you of the undercharging;
- (ii) no interest will be charged on the amount to be recovered;
- (iii) the amount to be recovered will be stated as a separate item in a special bill, together with an explanation of the amount to be recovered;
- (iv) we will allow you a reasonable time to pay the amount to be recovered, and in any event, no later than 12 months after the day you were notified of the undercharged amount.

## **14 Payment difficulties and hardship**

### **14.1 Payment difficulties and hardship**

- (a) If you experience difficulties purchasing a power card or paying a bill issued to you by us because we have undercharged you and you inform us in writing or by telephone that you are experiencing difficulties in purchasing the power card or paying the bill, we must provide you with the following information—
  - (i) information about the availability of government-funded rebates, concessions or relief schemes;
  - (ii) a copy of our customer hardship policy;
  - (iii) information about the availability of financial counselling services.
- (b) Also, if you are a customer experiencing payment difficulties due to hardship, further protections may be available to you under our customer hardship policy, the National Energy Retail Law and the Rules.

### **14.2 Rebates, concessions or relief schemes**

- (a) You must inform us in writing or by telephone if you have formally been granted assistance under any government-funded rebate, concession or relief scheme.
- (b) We must comply with any community service agreement to make any payments to you under the government-funded rebate, concession or relief scheme.

## **15 Disconnection of supply**

### **15.1 When can we arrange for disconnection?**

We may arrange for the disconnection of your premises if we have not been able to adjust your card-operated meter for new standing offer prices because, on 2 consecutive occasions, you did not give us access to your premises.

### **15.2 Notice and warning of disconnection**

Before disconnecting your premises, we must comply with relevant warning notice requirements and other provisions in the Rules. However, we are not required to provide a warning notice prior to disconnection in certain circumstances (for example, if there has been illegal or fraudulent use of energy at your premises or if there is an emergency or health and safety issue).

### **15.3 When we must not arrange disconnection**



- (a) If your premises is registered as having life support equipment, we must not arrange for your premises to be disconnected other than in an emergency.
- (b) Also, subject to paragraph (c), we will not arrange for your premises to be disconnected during the following times (the protected period)—
  - (i) on a business day before 8.00am or after 3.00pm;
  - (ii) on a Friday or the day before a public holiday;
  - (iii) on a weekend or a public holiday;
  - (iv) on the days between 20 December and 31 December (both inclusive) in any year;
  - (v) if you are being disconnected for a failure to pay, during an extreme weather event.
- (c) Your premises may be disconnected within the protected period—
  - (i) for reasons of health and safety; or
  - (ii) in an emergency; or
  - (iii) as directed by a relevant authority; or
  - (iv) if you self-disconnect; or
  - (v) if you are in breach of clause 17, which deals with interference with energy equipment; or
  - (vi) if you request us to arrange disconnection within the protected period; or
  - (vii) if your premises contain a commercial business that only operates within the protected period and access to the premises is necessary to effect disconnection; or
  - (viii) if the premises are not occupied.

## 16 Reconnection after disconnection

We must request your distributor to reconnect your premises if, within 10 business days of your premises being disconnected—

- (a) you ask us to arrange for reconnection of your premises; and
- (b) you rectify the matter that led to the disconnection; and
- (c) you pay any reconnection charge (if requested).

## 17 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 premises; or
- (b) interfere or allow interference with any energy equipment that is at your premises except as may be permitted by law; or
- (c) use the energy supplied to your premises or any energy equipment in a manner that—
  - (i) unreasonably interferes with the connection or supply of energy to another customer; or
  - (ii) causes damage or interference to any third party; or
- (d) allow energy purchased from us to be used otherwise than in accordance with this contract and the Rules; or



- (e) tamper with, or permit tampering with, any card-operated meters or associated equipment.

## 18 Notices

- (a) Notices under this contract must be sent in writing, unless this contract or the National Energy Retail Law and the Rules say otherwise.
- (b) A notice sent under this contract is taken to have been received by you or by us (as relevant)—
  - (i) on the date it is handed to the party, left at the party's premises (in your case) or one of our offices (in our case) or successfully faxed to the party (which occurs when the sender receives a transmission report to that effect); or
  - (ii) on the date 10 business days after it is posted; or
  - (iii) on the date of transmission (unless the sender receives notice that delivery did not occur or has been delayed) if sent electronically and the use of electronic communication has been agreed between us.
- (c) Our contact details for you to contact us or send us a notice are as set out on our website, or as notified to you from time to time.

## 19 Privacy Act notice

We will comply with our privacy obligations under the *Privacy Act 1988 (Cth)* in relation to your personal information. You can find our privacy statement on our website. If you have any questions, you can contact us using the contact details on our website.

## 20 Complaints and dispute resolution

### 20.1 Complaints

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

**Note:** Our standard complaints and dispute resolution procedures are published on our website.

### 20.2 Our obligations in handling complaints

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

- (a) of the outcome of your complaint and the reasons for our decision; and
- (b) that if you are not satisfied with our response, you have a right to refer the complaint to the Energy and Water Ombudsman Queensland by telephone on 1800 662 837 or through their website at [www.ewoq.com.au](http://www.ewoq.com.au).

## 21 Force majeure

### 21.1 Effect of force majeure event

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

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

## 21.2 Deemed prompt notice

If the effects of a force majeure event are widespread, we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24-hour telephone service within 30 minutes of being advised of the event or otherwise as soon as practicable.

## 21.3 Obligation to overcome or minimise effect of force majeure event

A party that claims a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that event as soon as practicable.

## 21.4 Settlement of industrial disputes

Nothing in this clause requires a party to settle an industrial dispute that constitutes a force majeure event in any manner other than the manner preferred by that party.

## 22 Applicable law

The laws of Queensland govern this contract.

## 23 General

### 23.1 Our obligations

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

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

### 23.2 Amending this contract

- (a) This contract may only be amended from time to time in accordance with the procedures set out in the National Energy Retail Law.
- (b) We must publish any amendments to this contract on our website.

## 24 Simplified explanation of terms

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

**card-operated meter** means a meter that contains control equipment that switches on and off in accordance with the amount of credit stored in the meter.

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

**customer connection contract** means a contract between you and your distributor for the provision of customer connection services.

**customer retail services at your premises** means the sale of electricity to the premises.

**designated retailer** means the financially responsible retailer for the premises (if you have an existing connection) or the local area retailer (if you do not have an existing connection) for your premises.

**disconnection** means an action to prevent the flow of energy to the premises, but does not include an interruption or self-disconnection.

**distributor** means the person who operates the system that connects your premises to the distribution network.

**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** means electricity.

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

**force majeure event** means an event outside the control of a party.

**GST** has the meaning given in the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**National Energy Retail Law** means the law of that name as it applies in Queensland under the *National Energy Retail Law (Queensland) Act 2014*.

**premises** means the address at which your card-operated meter is installed.

**prescribed regulator** means a prescribed regulator under the *National Energy Retail Law (Queensland) Regulation 2014*, part 4.

**public holiday** means a day appointed under the *Holidays Act 1983* or another Act as a public holiday for the area in which your premises is located.

**relevant authority** means any person or body who has the power under law to direct us, including the Australian Energy Market Operator and State or Federal Police.

**residential customer** means a person who purchases energy principally for personal, household or domestic use at their premises.

**retailer** means a person that is authorised to sell energy to customers.

**Rules** means the National Energy Retail Rules made under the National Energy Retail Law.

**small customer** means—

- (a) a residential customer; or
- (b) a business customer who consumes energy at or below a level determined under the National Energy Retail Law.

**standing offer prices** means tariffs and charges that we charge you for or in connection with the sale and supply of energy. These are published on our website.