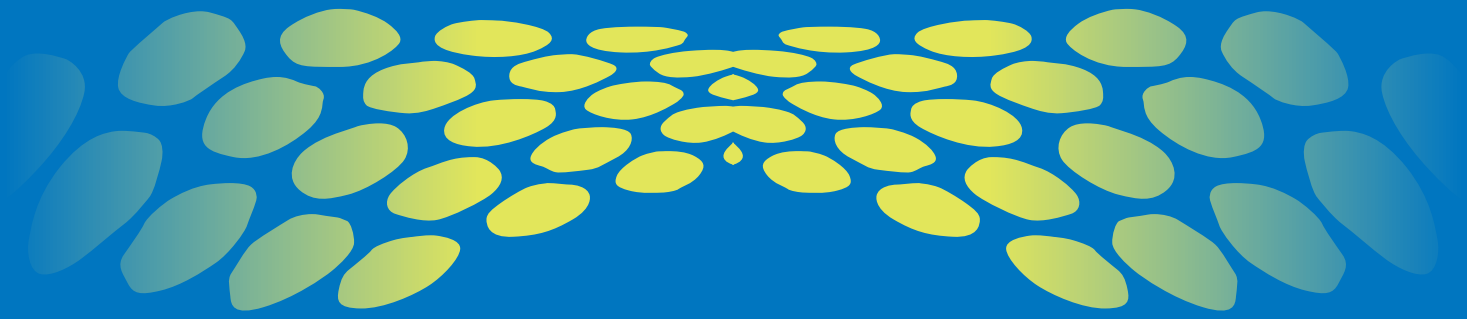


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## Customer Charter

Neighbourhood Energy is a business name of Our Neighbourhood Energy Pty Ltd

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## 1. Welcome to Neighbourhood Energy

Neighbourhood Energy is committed to providing competitive electricity prices and excellent customer service. If you have any questions about Neighbourhood Energy, or the information contained in this Charter, please contact us on **1300 764 860** or visit our website **[www.neighbourhood.com.au](http://www.neighbourhood.com.au)**.

## 2. About this charter

This Charter summarises the rights and obligations that we (Neighbourhood Energy) and you (the customer) both have under the agreement to supply electricity. This Charter is for information purposes only and does not create any legally binding obligation between you and us. The legal obligations that exist between you and us can be found in our Standard Terms and Conditions, and within regulation codes or guidelines issued by the Essential Services Commission and various laws that govern the supply of electricity in Victoria.

## 3. Legal rights and obligations

As well as being governed by our Standard Terms and Conditions the contract that exists between us is regulated by the laws, codes and guidelines which create rights and obligations between us. For more information about your rights and obligations, refer to the Energy Retail Code, issued by the Essential Services Commission of Victoria. This document sets out minimum standards for electricity contracts in Victoria. This document can be found on the Essential Services Commission's website **[www.esc.vic.gov.au](http://www.esc.vic.gov.au)**. Other sources of rights and obligations are:

- The Fair Trading Act 1999,
- The Electricity Industry Act 2000,
- The Trade Practices Act 1974, and
- The Code of Conduct for Marketing Retail Energy.

## 4. What is an electricity retailer?

The deregulation of the Victorian energy market means that Victorians can choose their electricity retailer. As a retailer of electricity we buy electricity which we then sell to our customers. We do not own the poles and wires which are used to deliver electricity to you. That

infrastructure is owned by your distributor. Because we do not own the poles and wires which deliver electricity to our customers, we are not responsible for and cannot control the consistency or quality of supply.

Neighbourhood Energy will advise you in writing of any changes to your customer rights and obligations. You will also be able to download updated versions of the Charter and Terms and Conditions from our website [www.neighbourhood.com.au](http://www.neighbourhood.com.au).

A copy of the Energy Retail Code (including a large print edition) can be obtained by calling us on **1300 764 860** or from our website [www.neighbourhood.com.au](http://www.neighbourhood.com.au) or by calling the Essential Services Commission on **1300 134 575** or their website [www.esc.vic.gov.au](http://www.esc.vic.gov.au).

Contact details for key electricity industry bodies and distribution network companies appear at the end of this Charter.

## 5. Connecting to our supply

Once a contract exists between you and us for the supply of electricity to your premises, contact will be made with your distributor as soon as possible. If you are currently with another electricity retailer, we will make all necessary arrangements with that retailer to transfer you to Neighbourhood Energy. Until all the arrangements have been made for your transfer to Neighbourhood Energy, you will continue to be supplied by your existing retailer. There will not be any interruption with your supply as a result of your transfer to Neighbourhood Energy. You will begin to be supplied by Neighbourhood Energy once all of the requirements for transfer are completed and the cooling-off period has finished. After the 10 business-day cooling-off period, Neighbourhood Energy will become your electricity retailer, usually after the next scheduled meter reading at your premises.

The terms and conditions document is subject to the Energy Retail Code which is published by the Essential Services Commission of Victoria and all relevant legislative provisions that govern the supply of electricity in Victoria. If there is anything in the terms and conditions which is inconsistent with the Energy Retail Code, the provisions of the Energy Retail Code take precedence.

## 6. Cooling-off period

When you enter into a contract with us, you will be sent documents

which will include this customer charter, the terms and conditions under which we have contracted, and a cancellation notice should you wish to cancel the contract.

Once you have received these documents, the ten (10) business-day cooling-off period will commence. You have the right to cancel this contract during your cooling-off period with no applicable penalties.

## 7. Your billing cycle

We reserve the right to place you on a Shortened Collection Cycle as provided for in the Energy Retail Code. We are likely to do this if you consistently fail to pay your bills by the due date, and we have to provide you with several reminder and/or disconnection warning notices. If you are placed on the Shortened Collection Cycle we will no longer provide you with reminder notices, and any failure to pay your bill by the due date will result in us issuing you with a disconnection notice.

## 8. What your bill contains

The Energy Retail Code requires us to include certain information on the bills that we send to you, including:

- Your name, supply address and account number;
- The National Meter Identifier which uniquely identifies the meter or meters at your premises;
- The period of time which the bill covers;
- The amount of energy you have consumed being an estimated or an actual meter reading, in kilowatt hours;
- The cost per kilowatt hour for the electricity you have consumed and the relevant tariff;
- The service to property charge which covers the cost of servicing your property;
- Approved additional service charges such as connection and transfer fees (if applicable);
- The total charge for electricity which you have consumed;
- Any applicable discount, concession or Community Partner donation;
- Any adjustments from previous estimated bills;
- The net amount due for payment;
- The due date for payment;

- An historical comparison of your monthly electricity consumption;
- The amount of greenhouse gas emissions your usage has generated, and for GreenLight accredited GreenPower customers, the amount of greenhouse gas emissions you have saved; and,
- The anticipated date of your next scheduled electricity meter reading.

## 9. Meter readings and estimates

Meter readings at your premises are scheduled to take place on a quarterly basis. Generally the first two monthly bills of the quarter are based on an estimate of your electricity usage for that period. When a meter reading is received, your bill will be adjusted accordingly. This may mean you are entitled to a credit from us if your electricity usage has been overestimated, or you may have to pay an additional sum to us if your electricity usage has been underestimated for that period.

We require clear and safe access to your meter. It is your responsibility to ensure that safe access is provided. If you consistently fail to provide us with clear and safe access to your meter it may be necessary to us to disconnect your electricity supply.

## 10. Tariffs and charges

The tariffs and charges which we require you to pay under your contract are determined by the tariffs and charges set out by the Essential Services Commission, the electricity distribution network your premises are located in and, the wiring configuration of the meter at your site. From time to time, we may need to vary our tariffs. When we do, you will receive at least 30 days written notice prior to these changes taking effect.

## 11. Payment options

Bill payments can be made by credit card, debit card and BPay. Payments can also be made through our secure web page at [www.neighbourhood.com.au](http://www.neighbourhood.com.au) or over the counter at any branch of Australia Post. Payment options are listed on the back of your bill. If you would like to pay by direct debit, please sign our Direct Debit Service Agreement located on the back of your account confirmation or phone our Customer Service Centre on **1300 764 860** to request one. We will always debit the owed amount from your account on the last business

day on or before the due date of each bill. If a direct debit account is established and there are not enough funds in your account to pay the bill, your account will be charged an additional fee to cover the Bank penalty and processing costs.

If you are unable to make payment by the due date for reasons of financial hardship, you should contact us as soon as possible. If you do not advise us that you are experiencing financial difficulties and do not respond to our notices, there is a risk that your electricity supply may be disconnected.

## 12. Pay-on-time discount

We offer our customers a pay-on-time discount as part of the contract with us. You will be entitled to receive a pay-on-time discount if you pay your bill in full by the due date. This discount will be applied as a credit to your next bill. You have the option of donating your pay-on-time discount to a charity or community group of your choice through the Neighbourhood Energy Community Partner Program. Should a pay-on-time discount apply to your account, the percentage will be clearly stated on your Account Confirmation. You will be notified in writing of any variation. If any part of your account balance is in arrears, you will not receive a pay-on-time discount.

## 13. Community Partner Program

Neighbourhood Energy operates a Community Partner Program which allows customers to donate their pay-on-time discount to a community group or charity of their choice. If you nominate a Community Partner to receive your pay-on-time discount, your donations will appear on your following month's bill. For further information about the program and a list of our Community Partners phone our Customer Service Centre on **1300 764 860** or visit our web site [www.neighbourhood.com.au](http://www.neighbourhood.com.au).

## 14. Disconnection

We may disconnect your electricity supply for the following reasons:

- If you fail to pay your bills;
- If you deny us access to the meter for a period of three billing cycles in a row;
- If you make illegal use of electricity;
- If you fail to provide us with a refundable advance (if required), or

accepted identification;

- In the case of an emergency or for help and safety reasons; or
- Where maintenance is required and we have given you appropriate notice.

There are some circumstances in which we will not disconnect your electricity supply. These include:

- You have made a formal complaint about us to the Ombudsman and that complaint remains unresolved;
- You have an outstanding application for a Utility Relief Grant;
- Failure to pay your bills and the amount unpaid is below the amount specified by the Essential Services Commission of Victoria;
- If your premises are registered as a life support site, or there is a person living at the premises with a medical condition requiring a continuous supply of electricity.

## 15. Reconnection

If you have been disconnected, the Energy Retail Code states that you have a right to reconnection within 3 business days of being disconnected if you are able to remedy the reason for the disconnection during that period. Thereafter, your right to reconnection lapses.

If you contact us by 2pm on a business day and have taken the required action, we will arrange to have your premises reconnected that day. After 2pm on a business day you may still be reconnected that day but you will need to agree to pay an additional after hours reconnection fee. We cannot guarantee reconnection on a non-business day.

## 16. Termination

Your contract with us may be terminated by either you or us, for a number of reasons. You can terminate this contract by providing us with 10 business days notice. You may do this at any time during your contract.

We may terminate the contract with you if you fail to comply with the terms and conditions of the contract, you enter into a contract with another retailer, or you cease to be a residential or small business customer.

If your contract with us is for a fixed-term and you decide to terminate

the contract, a fee may be payable.

## 17. If you vacate your premises

If you are moving to another address you must give us at least 10 business days notice, and provide us with a forwarding address where we can send your final bill. If you fail to provide us with this notice, you may be billed for electricity used at the premises after you have vacated that address.

If you are moving to new premises and wish us to supply you with electricity at the new premises, please provide us with at least 10 business days notice and with details of your new address. We will then arrange for the electricity supply to be connected under a new contract. If you request a connection after 2pm, the 10 business days will start on the next business day.

## 18. Amending terms and conditions

From time to time, we may need to amend our terms and conditions. You will be provided with advance notice of the proposed changes.

## 19. Credit management

In some circumstances, we may undertake a credit check on your through a credit reporting agency, in accordance with the guidelines set out by the Essential Services Commission in Victoria and the Federal Privacy Commissioner. Any information that we receive from a credit reporting agency will be treated as confidential and will not be disclosed without your express consent unless we are required to do so by law. In some circumstances, we may require you to provide us with a refundable advance before we connect your electricity supply, in accordance with the guidelines set out by the Essential Services Commission. When a refundable advance is required from you, we will pay interest based on the prevailing market rate. We will refund the advance within 10 business days if you pay a year's bills by their due date, or if you cease to take an electricity supply and that supply has been paid for in full. If you fail to pay for electricity that has been supplied by us to you during the term of this agreement, we may use the refundable advance in order to pay for that supply.

For further information, refer to the Retail Energy Code.

## 20. Claiming a concession

If you hold a Victorian Pensioner Concession Card, a Health Care Card (except Child Disability or a Repatriation Health Card), Gold Card (except dependant) issued by the Department of Veterans Affairs you may be eligible for a Government funded concession.

For a full list of concessions available please contact the Department of Human Services in Victoria or visit their website

[www.dhs.vic.gov.au/concessions/concessions.hdm](http://www.dhs.vic.gov.au/concessions/concessions.hdm).

## 21. Complaints and dispute resolution

If you have any complaints or concerns, please contact us to resolve the matter. We will deal with your concerns or complaints promptly. If the matter cannot be dealt with immediately, we will advise you as soon as possible. If you feel that the matter has not been adequately resolved, you may ask for us to reconsider the issue, or you could ask for the matter to be referred to the Ombudsman.

## 22. Like to know more?

### Neighbourhood Energy

PO Box 171  
Elsternwick VIC 3185  
Tel: 1300 764 860  
Fax: (03) 9523 6949  
Email: [service@neighbourhood.com.au](mailto:service@neighbourhood.com.au)  
Web: [www.neighbourhood.com.au](http://www.neighbourhood.com.au)

### Essential Services Commission

The Commission is Victoria's independent economic regulator of essential services supplied by the electricity, gas, water and sewerage, ports, grain handling and rail freight industries. Since 1 January 2007, the Commission has also been responsible for developing and administering the Victorian Renewable Energy Target Scheme.

Essential Services Commission  
Level 1, 35 Spring Street  
Melbourne VIC 3000

Tel: 1300 134 575

Web: [www.esc.gov.au](http://www.esc.gov.au)

### Energy and Water Ombudsman Victoria

The Ombudsman's role is to resolve disputes between customers and energy retailers.

Energy and Water Ombudsman

GPO Box 469

Melbourne VIC 3001

Tel: 1800 500 509

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

### Department of Human Services

The Concessions Unit provides information designed to improve the affordability of key services to low income households.

Department of Human Services

Level 13, 555 Collins Street

Melbourne VIC 3000

Tel: (03) 9616 7600

Web: [www.dhs.gov.au/concessions](http://www.dhs.gov.au/concessions)

### Consumer Affairs Victoria

Consumer Affairs Victoria (CAV) protects and promotes the interests of Victorian consumers. Neighbourhood Energy is registered fundraiser 6659 on the public list of fundraisers as maintained by CAV in accordance with the Fundraising Appeals Act 1998.

Consumer Affairs Victoria

Level 19, 121 Exhibition Street

Melbourne VIC 3000

Tel: 1300 55 81 81

Web: [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

## Distribution Companies

Power failure numbers for Victorian electricity distribution network companies:

- AGL Networks (formerly Solaris) - Williamstown, western and northern suburbs of Melbourne and north western hinterland  
Tel: **131 626**;
- Alinta (United Energy) - eastern and southern suburbs of Melbourne and Mornington Peninsula  
Tel: **132 099**;
- CitiPower - Melbourne central business district and inner suburbs  
Tel: **131 280**;
- Powercor - outer western suburbs of Melbourne and western Victoria  
Tel: **132 412**; or
- SP Ausnet (formerly TXU Networks) - outer eastern suburbs and eastern Victoria  
Tel: **131 799**.

# Notes